

Cochin Smart Mission Limited



Smart City
MISSION TRANSFORM-NATION

Request for Proposals

For

Supply, Operation and Maintenance of Mechanized Street Sweeping Machines Under Smart City Mission

MANAGING DIRECTOR

COCHIN SMART MISSION LIMITED (CSML)

9th Floor, Revenue Tower, Park Avenue, Kochi - 682 011,

India. PHONE: 0484-2350355

E-MAIL: csmltenders@gmail.com

NOTICE INVITING TENDER (NIT)

Cochin Smart Mission Limited
9th Floor, Revenue Tower, Park Avenue,
Kochi - 682 011, India.
Phone: 0484-2350355, 2380980
E-mail: csmltenders@gmail.com

No. CSML/SWM/RFP/002-2

Date: 09/09/2019

Cochin Smart Mission Limited (CSML) invites online bids from eligible bidders through website www.csml.co.in, www.kochimetro.org and www.etenders.kerala.gov.in - under organization name – “Kochi Metro Rail Ltd.” for **“Supply, Operation and Maintenance of Mechanized Street Sweeping Machines”**

The revised details are as under.

Sl. No.	Event's Name	Information
1	Organization	Cochin Smart Mission Limited (CSML)
2	Project	Smart City Projects under Smart City Mission
3	NIT No.	CSML/SWM/RFP/002-2 Date: 09/09/2019
4	Name of Work	Supply, Operation and Maintenance of Mechanized Street Sweeping Machines
5	Project duration	4 months (Supply, Installation & Commissioning) + O & M of 3 years (after supply)
6	Form of Contract and Class of Contract	Open Tender two cover bidding (E- Tender) National Competitive Bidding
7	Type of Quotation	Item rate - BOQ based contract
8	Tender document Fee	Rs10,000 + GST @18% = Rs 11,800/- (Rupees Eleven Thousand Eight Hundred Only) through Online e-Tendering Payment Gateway (https://etenders.kerala.gov.in)
9	Earnest Money Deposit (EMD)	Rs 4,56,000 (Rupees Four Lakh Fifty-Six Thousand Only) in the form of Bank guarantee issued by a scheduled commercial bank in India With respect to guarantees issued in favour of CSML, Applicant/contactors/Bidder has to submit the copy of SFMS advice /Swift advice along with the original paper guarantees.

Sl. No.	Event's Name	Information												
		<p>SFMS/Swift advice to be issued to our below account with Axis Bank and the paper guarantee will be operative only after receiving the SFMS/Swift advice at our Bank.</p> <table border="1"> <tr> <td>Bank</td> <td>Axis Bank Limited</td> </tr> <tr> <td>Account name</td> <td>COCHIN SMART MISSION LIMITED</td> </tr> <tr> <td>Account Number</td> <td>918020079716734</td> </tr> <tr> <td>IFSC Code</td> <td>UTIB0000081</td> </tr> <tr> <td>Branch</td> <td>Kochi Branch</td> </tr> <tr> <td>Swift Code</td> <td>AXISINBB081</td> </tr> </table>	Bank	Axis Bank Limited	Account name	COCHIN SMART MISSION LIMITED	Account Number	918020079716734	IFSC Code	UTIB0000081	Branch	Kochi Branch	Swift Code	AXISINBB081
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Account Number	918020079716734													
IFSC Code	UTIB0000081													
Branch	Kochi Branch													
Swift Code	AXISINBB081													
10	Bid Document Downloading Start Date	9th September 2019												
11	Last date for sending pre-bid queries	16th September 2019 till 17:00 hrs. at https://etenders.kerala.gov.in OR csmltenders@gmail.com												
12	Date, Time & Place of Pre-bid Meeting	17th September 2019 at 15:00 hrs. Venue: Kochi Cochin Smart Mission Limited, 09th Floor, Revenue Tower, Park Avenue, Kochi - 682 011, India.												
13	Last date for Online Purchase of Tender Document	1st October 2019, till 17:30 hrs.												
14	Last date of Online Submission of Bids	1st October 2019, till 17:30 hrs.												
15	Last date of submission of original copy	3rd October 2019, at 15:00 hrs.												
16	Date & Time for Opening of Bids	3rd October 2019, at 16:00 hrs.												
17	Bid Validity	180 days from the date of opening of Technical bid												
18	Officer Inviting Bids	Managing Director, CSML												
19	Bid Clarification and Queries Addressed to	https://etenders.kerala.gov.in OR General Manager Email: csmltenders@gmail.com												

-sd-

**Managing Director
Cochin Smart Mission Limited**

e-Tender Submission Guidelines

1. The Bid should be submitted online at website <http://etenders.kerala.gov.in> by the due date and time, as specified in the NIT. Late/delayed tenders submitted online after the due date and time, for whatsoever reasons will not be considered. The Server Date & Time as appearing on the website. <http://etenders.kerala.gov.in> shall only be considered for the critical date and time of tenders. Offers sent through post, telegram, fax, telex, e-mail, courier will not be considered.
2. Partially completed/incomplete bids shall not be considered.
3. All communication shall be done online through website <http://etenders.kerala.gov.in> OR csmltenders@gmail.com
4. Bidders shall be required to arrange all resources, including Digital Signature Certificates and Internet Connections at their own cost, for participating in online tenders at <http://etenders.kerala.gov.in>.
5. M/s Cochin Smart Mission Limited (CSML) shall not be responsible for any delays whatsoever in receiving as well as submitting offers, including connectivity issues. M/s. Cochin Smart Mission Limited (CSML) shall not be responsible for any other delays in submitting any documents wherever applicable.
6. M/s. Cochin Smart Mission Limited (CSML) will not be responsible for the cost incurred in preparation and submission of bids including the cost of digital certificate, regardless of the conduct of outcome of the bidding process.
7. **Two cover system**
If two bid systems are insisted, Bidders are required to submit offer in Two covers, namely
“Tender Submission Fee / Power of Attorney / Prequalification including Technical Bid “-- **Cover - I**
And
“Financial Bid” ---**Cover –II**
8. **Cover-I (Tender Submission Fee / EMD / Power of Attorney / Prequalification including Technical Bid)**
 - a) **Tender Fee**– To be paid online at <http://etenders.kerala.gov.in> only.
 - b) **EMD** – In terms of this RFP, a Bidder is required to submit EMD of Rs. 6,60,000.00 (Rupees Six Lakh Sixty Thousand Only) in the form of Bank guarantee issued by a scheduled commercial bank in India issued in favour of Managing Director, Cochin Smart Mission Limited, Payable at Kochi. Validity of EMD: The validity of BG shall be 60 days beyond the validity of bid. Otherwise bids are likely to be rejected. Format of the EMD is provided in Annexure 7 of the RFP.
 - c) **Power of Attorney (PoA)**– to be scanned and uploaded in the e-tender website. Original PoA to be submitted (in a sealed envelope mentioning name of work) in the Tender Box at the CSML office, 9th Floor, Revenue Towers, Park Avenue, Ernakulum – 682011 before due date and time for submissions of original EMD and Power of Attorney (Hard copy) mentioned in NIT/ RFP/ Bidding document/ latest Corrigendum.
 - d) **Prequalification including Technical Bid**– Bidders are requested to upload the scanned copies of the following details along with documents indicated in NIT/ RFP/ Bidding document/ latest Corrigendum “online”.

- i) The scanned copy of the NIT/ Bidding document/ latest Corrigendum including Prebid Minutes and Addendum (if any) duly signed and stamped in all pages.
- ii) Notarized, Scanned copies of Prequalification / Technical Qualification supporting documents, signed scanned copies of various forms, Letter of Technical Bid, including Technical Bid.
- iii) All documents signed and scanned including GCC, SCC, Annexures to GCC, SCC as detailed in the Bidding document,

9. Cover-II (Financial Bid)

- Bidders are requested to quote rates in the Finance cover (BOQ) only.
 - Price bid to be uploaded only in e-tender website: <http://etenders.kerala.gov.in>
 - PLEASE DO NOT QUOTE/MENTION RATES ANYWHERE ELSE IN THE TENDER OTHER THAN BOQ
 - In the Bid submitted by the bidder, if the prices or price bid are disclosed anywhere else other than in the BOQ, the Bid / tender would be liable for disqualification and would summarily be rejected
10. In case if applicant does not hold any document, which need to be uploaded OR there is no need to upload the mentioned document please upload a scanned copy stating the reason for not uploading OR a blank sheet for proceeding with tendering. Provisions for uploading cannot be left blank.
 11. Please note that queries related to enquiry specifications, terms & conditions etc. can be submitted to General Manager Email: csmltenders@gmail.com before the Last date & time for sending Pre-bid queries specified in the NIT.
 12. Tender opening will be done online at the time and dates specified in NIT/ RFP/ Bidding document/ latest Corrigendum.
 13. The bidders are requested to go through the instruction to the bidders in the website <http://etenders.kerala.gov.in>. The bidders who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions in the website including the terms and conditions of this tender.
 14. In case of any queries on e-tender, Bidder may Contact below mentioned helpdesk

e-tender helpdesk of Kerala IT Mission:

[Phone number : 0471-2577188](tel:0471-2577188)

15. M/s. Cochin Smart Mission Limited (CSML) reserves the right to accept any offer in whole or in part or reject any or all offers without assigning any reason M/s Cochin Smart Mission Limited (CSML) reserves right to accept any or more offers in part. Decision of M/s. Cochin Smart Mission Limited (CSML) in this regard shall be final and binding on the bidder.
16. M/s. Cochin Smart Mission Limited (CSML) reserves the right to cancel any tender/ bidding process at any stage without assigning any reason.
17. Corrigendum / addendum, which form part of the tender document, shall be published in the e-tender website (<http://etenders.kerala.gov.in>) as well as CSML website <http://csml.co.in/tenders> and bidders are advised to check the websites regularly for the updates related to the tender before submitting the Bid.

Disclaimer

- I. The information contained in this Request for Proposal Document (“RFP Document”) or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of Cochin Smart Mission Limited (“CSML”) is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.
- II. This RFP Document is neither an agreement nor an offer and is only an invitation by CSML to the entities that are qualified to submit their Proposal (Bidders) as stated in the Notice Inviting Bid.
- III. The purpose of this RFP Document is to provide the Bidders with information to assist the formulation of their Proposal.
- IV. This RFP Document may not be appropriate for all persons, and it is not possible for the CSML, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.
- V. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources.
- VI. The CSML, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.
- VII. CSML may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.
- VIII. CSML reserves the right not to proceed with the work, to alter the time table reflected in this document or to change the process of procedures to be applied for selection of Service Provider.
- IX. No reimbursement of cost of any type whatsoever paid to persons, or entities, expressing interest in the work.

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1. Instructions to Bidders / Applicants

1. Instruction to Bidders/ Applicants

1.1. GENERAL INFORMATION AND GUIDELINES

1.1.1. PURPOSE

AUTHORITY seeks the services of a reputed company, for **“Supply, Operation and Maintenance of Mechanized Street Sweeping Machines”**. This document provides information to enable the bidders to understand the broad requirements to submit their Proposals. The detailed scope of work is provided in [Section 2.0](#) of this RFP document. AUTHORITY for this project is **Cochin Smart Mission Limited (CSML)**.

Cochin Smart Mission Limited (CSML), is a Special Purpose Vehicle (SPV) set up to implement smart city projects under Smart City Mission (SCM).

The intending Bidders must read the terms and conditions carefully and should only submit his Bid if he considers himself eligible and he is in possession of all the documents required.

- (i). Offers directly from the manufacturers of the required product are desirable. Where authorized dealers or agents of the manufacturers are quoting on behalf of their principal, they should submit a tender specific letter of authority from the Principals. Offers of brokers and middlemen will not be accepted. One agent or dealer cannot represent two manufacturers and cannot quote on their behalf in a particular tender case.
- (ii). The manufacturer/ Authorized dealer participating in the RFP hereafter will be called as “applicant(s) / Bidder(s)”
- (iii). If Authorized dealer is participating in tender then should furnish the tender specific authorization letter from manufacturers, to submit offer against this tender.
- (iv). Successful bidder needs to start production only after the approval of drawing / technical specifications related to product by CSML
- (v). CSML reserves right to visit manufacturing facility after the award of contract and decide accordingly.
- (vi). Technical literature with drawing and catalogue to be provided for all items, documentary evidence to be submitted with clear identification of items in BOQ.

- (vii). Applicants need to refer General Conditions of Contract (GCC) [Clause 3.1 Sl. No.1](#) for 'definitions and abbreviations.
- (viii). The applicant is required to examine carefully all the contents of the RFP Document including instructions, conditions, forms, terms, specifications and take them fully into account before submitting the Bid. Failure to comply with the requirement(s) of RFP Document will be at the Bidder's own risk & responsibility.
- (ix). Applicants / Bidders shall be required to arrange all resources, including Digital Signature Certificates and Internet Connections at their own cost, for participating in online tenders at <http://etenders.kerala.gov.in>. Applicants need to register and download application from the website.
- (x). Corrigendum / addendum, if any, issued to the RFP / bid document, which form part of the tender document, shall be published in the CSML website and e-tender website (<http://etenders.kerala.gov.in>) and bidders are advised to check the websites regularly for the updates related to the tender before submitting the offer. The authority assumes no responsibility whatsoever in case of delay in bid submission by the bidders.
- (xi). Bid and all other related documents are to be submitted in English. Supporting documents should be translated in English and submitted online.
- (xii). All costs for site visits, obtaining information/ data and preparation/ meetings, etc. in relation with Bid submission shall be borne by the applicants.
- (xiii). All requisite documents as detailed in RFP are to be submitted by the bidder(s)/ applicant(s). Incompleteness of the documents as required may lead to the rejection of applicants bid.
- (xiv). CSML reserves the right to verify all the credentials and inspect their executed works/ assignments etc. to satisfy themselves about their performance and capability to execute the assignment satisfactorily, if found any failure on submitted details, CSML holds the right to invoke performance security or Bid security wherever applicable.
- (xv). CSML reserves the right to not to choose any applicant, relinquish the Bid process or reissue Bid with or without modification as it chooses. CSML is not bound to furnish any explanation as to its decision to any of the participants.

- (xvi). Bid is to be submitted online in Two cover system consisting of Technical Proposal and Financial proposal as detailed in RFP

1.1.2. CONSORTIUM

- (I) The Bidder for participation in the Selection Process, may be a single entity or a group of entities (the "Consortium"), coming together to execute the project. The term 'Bidder' used herein would apply to both a single Entity and a Consortium.
- (II) No Member at any given point of time may assign or delegate its rights, duties or obligations under the Agreement/Contract except with prior written consent of AUTHORITY.
- (III) No bidder applying individually, or as a member of a Consortium, as the case may be, can be member of other consortia bidding for the project.
- (IV) In the event the Bidder is a Consortium, it shall, comply with the following additional requirements:
- a) Number of members in a consortium **shall not exceed 2 (Two)** including the Lead Member
 - b) The Members of the Consortium shall nominate one member as the Lead Member
 - c) The Members of the Consortium shall be responsible for successful implementation of the project throughout the terms of the contract.
 - d) The Lead Member shall be authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to this RFP.
 - e) The Members of the Consortium shall submit a declaration as set out in [Annexure 1.5](#) inter alia consisting of the following:
 - 1) Undertaking that each of the members of the Consortium shall have an independent, definite and separate scope of work which was allocated as per each member's field of expertise

- 2) Commit to the profit and loss sharing ratio of each member
 - 3) Commit to the scope of work, rights, obligations and liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement,
 - 4) Provide a brief description of the roles and responsibilities of individual members; and clearly define the proposed administrative arrangements (organization chart) for the management and execution.
 - 5) Include a statement to the effect that all the members of the Consortium shall be jointly and severally liable for all obligations in relation to the Agreement/Contract until the completion of the project in accordance with the Agreement/Contract;
- f) Any change of a Consortium Member other than the Lead Member can be done only under extreme circumstances such as non-performance of the Consortium member, insolvency or bankruptcy of the Consortium member, which shall be done only with the prior written approval of AUTHORITY. Provided that in the event of any such approved change of Consortium member, the new member (company) replacing outgoing Consortium member shall have same or higher financial, technical and legal qualifications as the outgoing member, and to the satisfaction of CSML. In the event AUTHORITY does not grant approval for the change of the Consortium member other than the Lead Member or suitably qualified replacement member (companies) are not available/ found, the exit of such Consortium member shall constitute a breach of the Contract.
- g) All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulges in Prohibited Practices; the whole Consortium is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public-sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of Last Date of Submission, it would not be eligible to submit a Proposal either by itself or as part of a Consortium. Lead member should have minimum 51% share in Consortium. Consortium agreement to be submitted.

1.1.3. SUB-CONTRACTING

Sub-Contracting is not allowed for this RFP

1.1.4. COMPLETENESS OF BID

The Bid should be complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Bid and forfeiture of the EMD.

1.1.5. PROPOSAL PREPARATION COSTS

The bidder shall submit the bid at its cost and expense. AUTHORITY shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over AUTHORITY and AUTHORITY shall be at liberty to cancel any or all bids without giving any notice.

All materials submitted by the bidder shall be the absolute property of AUTHORITY and no copyright etc. shall be entertained by AUTHORITY.

1.1.6. PRE-BID MEETING AND QUERIES

- 1) AUTHORITY will host a Pre-Bid meeting as per the date mentioned in the RFP NIT sheet. The representatives, limited to 2, of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the RFP. Pre-Bid meeting will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project.
- 2) All Bidders shall e-mail their queries to csmltenders@gmail.com in the form and manner as prescribed in [Annexure 5](#). The response to the queries will be published on e-Tendering Portal i.e. www.etenders.kerala.gov.in No telephonic / queries will be entertained thereafter. This response of AUTHORITY shall become integral part of RFP document. AUTHORITY shall not make any warranty as to the accuracy and completeness of responses.
- 3) AUTHORITY shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, AUTHORITY reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring AUTHORITY to respond to any question or to provide any clarification.

- 4) AUTHORITY may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by AUTHORITY shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by AUTHORITY or its employees or representatives shall not in any way or manner be binding on AUTHORITY.

1.1.7. AMENDMENT OF RFP DOCUMENT

All the Corrigendum / Addendum made in the document would be published on the e-Tendering Portal i.e. www.etenders.kerala.gov.in and shall be part of RFP.

The Bidders are advised to visit the e-tendering portal on regular basis to check for necessary updates. AUTHORITY also reserves the right to amend the dates mentioned in this RFP.

1.1.8. SUPPLEMENTARY INFORMATION TO THE RFP

If AUTHORITY deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

1.1.9. CSML'S RIGHT TO TERMINATE THE PROCESS

AUTHORITY may terminate the RFP process at any time and without assigning any reason. AUTHORITY reserves the right to amend/edit/add/delete any clause of this RFP Document. This will be informed to all and will become part of the RFP and information for the same would be published on the e-Tendering portal.

1.1.10. SITE VISIT AND VERIFICATION OF INFORMATION

- 1) The Bidders are encouraged to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for submission of the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- 2) AUTHORITY will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives AUTHORITY adequate notice of not less than 5 (Five) days prior to such proposed visit.

- 3) No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

1.2. KEY REQUIREMENTS OF THE BID

1.2.1. RFP DOCUMENT/TENDER FEE

RFP can be downloaded free of cost from the website www.etenders.kerala.gov.in. RFP Document Fee/ Tender fee of **Rs10,000 + GST @18% = Rs 11,800/- (Rupees Eight Thousand Eight Hundred Fifty Only)** shall be paid through online e-Tendering Payment Gateway only (<https://etenders.kerala.gov.in>) for submission of bid. The RFP document fee shall be non-refundable. Without the payment of tender fee the bids will be taken as incomplete and non-responsive and shall not be considered.

1.2.2. EARNEST MONEY DEPOSIT (EMD)

- a) In terms of this RFP, a Bidder is required to submit EMD of Rs. 4,56,000.00 (Rupees Four Lakh Fifty Six Thousand Only) in the form of Bank guarantee issued by a scheduled commercial bank in India issued in favour of Managing Director, Cochin Smart Mission Limited, Payable at Kochi. Validity of EMD: The validity of BG shall be 60 days beyond the validity of bid. Otherwise bids are likely to be rejected. Format of the EMD is provided in Annexure 7 of the RFP.

With respect to guarantees issued in favour of CSML, Applicant/contactors/Bidder has to submit the copy of SFMS advice /Swift advice along with the original paper guarantees.

SFMS/Swift advice to be issued to our below account with Axis Bank and the paper guarantee will be operative only after receiving the SFMS/Swift advice at our Bank.

Bank	Axis Bank Limited
Account name	COCHIN SMART MISSION LIMITED
Account Number	918020079716734
IFSC Code	UTIB0000081
Branch	Kochi Branch
Swift Code	AXISINBB081

- b) The Unsuccessful Bidder's EMD will be returned on issue of, Letter of Acceptance (LOA) to the Successful bidder. The Bid Security, for the amount mentioned above, of the

successful bidder would be returned upon submission of Performance Bank Guarantee for an amount equal to **10%** of Total Contract Value in the format provided in [Annexure 8](#) of the RFP.

- c) No interest will be paid by AUTHORITY on the EMD amount and EMD will be refunded to all Bidders (including the successful bidders) without any accrued interest on it
- d) The Bid submitted without EMD, mentioned above, will be summarily rejected
- e) The EMD may be forfeited:
 - a) If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - b) In case of a successful bidders, if the Bidder fails to sign the contract in accordance with the terms and conditions.
 - c) If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - d) If, during the bid process, any information is found false / fraudulent / mala-fide, and then AUTHORITY shall reject the bid and, if necessary, initiate action as per applicable provisions.
 - e) If the bidder does not agree to correct arithmetic error.
- f) The decision of AUTHORITY regarding forfeiture of the EMD shall be final and binding upon bidders.

1.3. BID SUBMISSION INSTRUCTIONS

1.3.1. BID SUBMISSION FORMAT

The entire Bid shall be submitted strictly as per the format specified in this RFP. Bids with any deviation from the prescribed format are liable for rejection.

1.3.2. BID SUBMISSION INSTRUCTIONS

1. Complete bidding process will be online (e-Tendering) in two covers system. Submission of bids shall be in accordance to the instructions given in the Table below:

Particulars	Instructions
<p>Technical Proposal</p>	<p>The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in Annexure 1 and Annexure 2 of the RFP. Technical Proposal shall also include following:-</p> <p>Scanned copy of EMD and Power of Attorney</p> <p>The Pre-Qualification Proposal along with supporting documents shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in Annexure 1 of the RFP.</p> <p>The Technical Proposal establishing fulfillment of Pre-Qualification eligibility I along with supporting documents shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in Annexures of the RFP</p> <p>Technical Proposal including Pre-Qualification Proposal should be submitted through online bid submission process via website www.etenders.kerala.gov.in.</p> <p>Hard copy of Original Power of attorney shall be submitted in the Tender Box at CSML Office, 09th Floor, Revenue Towers, Park Avenue, Ernakulam – 682011 before the due date and time as per NIT / Corrigendum if any.</p>
<p>Financial Proposal</p>	<p>The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the BOQ prescribed in Annexure 3 of the RFP.</p> <p>Financial Proposal should be submitted through online bid submission process only via website www.etenders.kerala.gov.in. Submission of Financial Proposal in hard copy will result in rejection of bid</p>

Note: 1. The Authority shall consider the bids for evaluation purposes based on submission made by bidders through online e-tendering portal and other submissions including physical in terms of the RFP provisions.

Note: 2. If the financial bid is attached with hard copy or online technical bid, such bids will be rejected without further verification.

2. The following points shall be kept in mind for submission of bids;

- a) AUTHORITY shall not accept delivery of Bids in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
- b) The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Contract.
- c) AUTHORITY may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal shall not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.
- d) Technical Proposal shall not contain any financial information.
- e) If any Bidder does not qualify the pre-qualification criteria stated in [Section 1.3.13](#) of this RFP, the financial proposal of the Bidder shall be unopened in the e-Tendering system.
- f) It is required that all the proposals submitted in response to this RFP should be unconditional in all respects, failing which AUTHORITY reserves the right to reject the proposal.

1.3.3. LATE BID AND BID VALIDITY PERIOD

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the bids submitted before deadline shall be till 180 days from the date of opening of technical bid.

1.3.4. MODIFICATION AND WITHDRAWAL OF BIDS

No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the validity period specified by the Bidder on the bid form. Entire EMD shall be forfeited if any of the Bidders withdraw their bid during the validity period.

1.3.5. NON-CONFORMING BIDS

A Bid may be construed as a non-conforming proposal and ineligible for consideration:

- a) If it does not comply with the requirements of this RFP
- b) If the Bid does not follow the format requested in this RFP or does not appear to address the particular requirements of AUTHORITY.

1.3.6. LANGUAGE OF BIDS

The Bids shall be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at AUTHORITY's discretion.

1.3.7. AUTHENTICATION OF BID

- a) Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.
- b) The Bidder should submit a Power of Attorney as per the format set forth in [Annexure 6](#), authorizing the signatory of the Bid to commit the Bidder.
- c) The person or persons so authorized for signing the Bid shall initial all pages of the Bid including supporting documents and printed literature. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder. Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Bid have authenticated the same with their respective signature alongside such interlineations, erasures or overwriting. Each page of the offer should be numbered. Documents to be scanned and uploaded to the portal.

1.3.8. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

By submitting a Bid, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

1.3.9. EVALUATION PROCESS

- a) AUTHORITY will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders
- b) The BEC constituted by AUTHORITY shall evaluate the responses to the RFP (Technical proposal, and financial proposal) and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c) The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained outside the process of negotiation/ discussion with the Committee.
- d) The BEC may ask for meetings with the Bidders to seek clarifications on their proposals and may visit Bidder's client site to validate the credentials/ citations claimed by the bidder.
- e) The BEC reserves the right to reject any or all proposals on the basis of any deviations.
- f) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- g) Please note that BEC may seek inputs from their professional, external experts in the Bid evaluation process.

1.3.10. BID OPENING

- a) Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened online in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- b) AUTHORITY reserves the right at all times to postpone or cancel a scheduled Bid opening.
- c) Bid opening shall be conducted in 2 (Two) Stages;

Stage 1 - RFP Document fee / Tender fee & Bid Security/EMD, Technical Proposal including Pre-Qualification Proposal

Stage 2 - Financial Proposal

- d) The venue, date and time for opening the Technical Proposal are mentioned in the Tender Notice in the RFP. The date and time for opening the Financial Proposals would be communicated to the qualified bidders.
- e) Bid of those bidders who have not submitted “Bid Security” and “Fee of Bid Document submission “ shall not be opened.
- f) Bids of those Bidders who have not submitted valid “Bid Security” and valid “Cost of Bid Documents” shall be considered as non-responsive and liable to be rejected summarily.
- g) Any Tender not containing the required documents and not fulfilling the qualification criteria indicated in the RFP / Tender document shall be summarily rejected.
- h) The Financial Proposals of only those bidders will be opened who scores equal to or more than **70 (Seventy) marks** in Technical Evaluation.
- i) Prior to the detailed evaluation of bids, Employer will determine whether each Bid (a) meets the Pre-qualification eligibility criteria (b) has been properly signed (c) is accompanied by the required EMD and (d) is substantially responsive to the requirements of the Bidding documents.
- j) A substantially responsive bid shall be, one which confirms to all the terms, conditions, and specifications of the tender documents, without material deviation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the supply; (b) which limits in any substantial way, inconsistent with the tender documents, the Employer’s rights or the Bidder’s obligations under the contract or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive
- k) The Financial Proposals of only those bidders will be opened who meets the Pre-qualification Eligibility and Technically Qualified.
- l) The Bidder’s representatives, who are authorized from the bidder shall only be allowed to present in the bid opening process. They shall sign a register evidencing their attendance and may be required to submit authority proof, in case asked for same. In the event of the specified date of Bid opening being declared a holiday for AUTHORITY, the bids shall be opened at the same time and location on the next working day. In

addition to that, if their representative of the Bidder remains absent, AUTHORITY will continue process and open the bids of the all bidders

- m) During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. AUTHORITY has the right to reject the bid after due diligence is done.

1.3.11. EVALUATION OF TECHNICAL PROPOSAL

Prior to evaluation of Bid, the CSML will determine whether each Proposal is responsive to the requirements of the RFP. The CSML may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- i) It is received by the Proposal Due Date including any extension thereof
- ii) It is accompanied by the "Bid Security" as specified and "Fee of Bid submission"
- iii) Applicants has submitted all Documents in specified format as mentioned in the RFP
- iv) It is not non-responsive in terms hereof.

The evaluation of the Technical Proposals will be carried out in the following manner:

Evaluation of Pre-Qualification Proposals

- a) Authority shall open the tender submitted online and check for payment of Document Fee and Earnest Money Deposit (EMD) and then the Technical Proposal including Pre-Qualification Proposal will be opened. Technical proposal including Pre-qualification proposals will not be considered further if the mentioned requirements as per RFP are not fulfilled. **Each of the Pre-Qualification condition mentioned in Section 1.3.13 of the RFP is MANDATORY.** In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- b) The Technical Proposal including Pre-Qualification proposal **MUST** contain all the documents in compliance with instructions given in the [Annexure 1](#) and [Annexure 2](#)

- c) Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP and in the manner prescribed in [Section 1.3.13](#) of the RFP.

Further Evaluation of Technical Proposals

- a) Authority will review the technical bids of the short-listed bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at AUTHORITY's discretion.
- b) The bidders fulfilling the pre-qualification eligibility criteria listed under [Section 1.3.13](#) and having submitted technically responsive bids will be further required to showcase proposed products to Authority. The Goods proposed to be supplied by the Contractor shall confirm to the technical specifications of the Tender Document. For shortlisting the **technically qualified** bidder, Bidders technical solutions proposed in the bid document will be evaluated as per the requirements and guidelines specified in the [Annexure 2](#) and technical evaluation criteria as mentioned in [Section 1.3.14](#) of the RFP.
- c) Bidders shall make the technical presentation and showcase proposed products to Authority as per the agenda mentioned in [Section 1.3.14](#) of the RFP.
- d) Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points. (Refer [Section 1.3.14](#) of the RFP). In order to qualify for the opening of financial proposal, the Bidder must get a minimum overall technical score of 70 (Seventy).
- e) The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and copy of work order Completion Certificate, client contact information for verification, and all others components) as required for technical evaluation along with the Technical proposal.
- f) At any time during the Bid evaluation process, BEC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
- g) Authority reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.

- h) The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.
- i) AUTHORITY reserves the right to accept or reject any or all bids without giving any reasons thereof.
- j) AUTHORITY shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

1.3.12. FINANCIAL PROPOSAL EVALUATION

- a) All the technically qualified bidders will be notified to participate in Financial Proposal opening process.
- b) Financial Proposals for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the financial proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at AUTHORITY's discretion.
- c) Financial Proposals that are not meeting the condition mentioned in [Annexure 3](#) shall be liable for rejection.
- d) Technically qualified bidder who has quoted lowest price, after arithmetic correction will be declared as L1 bidder.
- e)
 - i) If there is a discrepancy between the unit price and the line item total amount that is obtained after multiplying unit price with the quantity, the unit price shall prevail and the line item total amount shall be corrected, unless in the opinion of the Employer there is an obvious gross misplacement of the decimal point in the unit price, in which case the line item total amount as quoted shall govern and unit price shall be corrected.
 - ii) If there is error in a total corresponding to addition or subtraction of subtotals, the Sub totals shall prevail and the total shall be corrected and
 - iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in such case the amount in figure shall prevail subject to (i) and (ii) above.

- iv) Tenderers shall be requested to accept correction of arithmetical errors. Failure to accept the correction shall result in the rejection of the Tender and forfeiture of bid security
- v) Tenderers should quote for all-inclusive rate including transportation, loading and Unloading, taxes, delivery charges etc

1.3.13. PRE-QUALIFICATION ELIGIBILITY CRITERIA

The proposal failing to meet all of the below pre-qualification eligibility criteria shall be disqualified and will not be considered for financial evaluation process.

Sl. No	Basic Requirement	Specific Requirements	Documents Required
PQ1	Legal Entity	The Sole Bidder (Manufacturer/ Authorized dealer) or the Lead Member of consortium should be a Proprietorship firm or a Partnership firm or a Limited Liability Partnership firm or a Society registered under the Societies Registration Act, 1955 or a Company registered under Companies Act 1956/ 2013 and should have been in operation for at least 3 years as on the date of submission of the bid.	Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013
PQ2	Annual Turnover	The Sole Bidder (Manufacturer / Authorized dealer) or the JV (Joint Venture) / consortium members altogether should have average annual Turnover of Rs 1,36,80,000 for last 3 audited financial years (2016-17, 2017-18 & 2018-19) ending March 2017 from sale of street sweeping machines.	Certificate from the Statutory Auditor (Chartered Accountant) Year-wise details of turnover, balance sheet, financial statement,

Sl. No	Basic Requirement	Specific Requirements	Documents Required
		In case of JV (Joint Venture) / consortium member should satisfy the criterion according to their shareholding in the JV (Joint Venture) / consortium member.	
PQ3	Experience	<p>(1) The Sole Bidder (Manufacturer / Authorized dealer) or Lead Member or any member of its consortium should have successfully supplied, installed and commissioned, <u>LMV Mounted / Frame Mounted Mechanized Street sweeping machines</u> of worth-</p> <p>(1) INR 126 lakh in single order OR (2) Two orders each of INR 78.78 Lakh OR (3) Three orders each of INR 63.02 Lakh</p> <p>to any PSU / Government Institution / / Urban Local Bodies / government offices in last 7 (Seven) years starting from 01 August 2012 to 31st July 2019</p> <p>(a) Also, the Sole Bidder (Manufacturer / Authorized dealer) or Lead Member or any member of its consortium should have at least</p>	<p>Copy of Work Order / Purchase order</p> <p>Copy of agreement and client acceptance letter</p> <p>Copy of Goods Receipt endorsed by client</p> <p>Copy of completion certificate</p> <p>Copy of Work Order</p> <p>Copy of agreement and</p>

Sl. No	Basic Requirement	Specific Requirements	Documents Required
		<p>one year experience of operation and maintenance (in each work order) of <u>LMV Mounted / Frame Mounted Mechanized Street sweeping machines</u> in ULB / city of worth-</p> <p>(1) INR 79.55 lakh in single work order of O & M, with minimum one year O & M</p> <p>OR</p> <p>(2) Two work orders of O & M of each of INR 49.72 lakh with minimum one year O & M in each work order</p> <p>OR</p> <p>(3) Three work orders of O & M of each of INR 39.78 lakh with minimum one year O & M in each work order</p> <p><u>Notes:-</u></p> <ul style="list-style-type: none"> • Only such works / assignments shall be considered where physical completion of entire work/ assignment is completed. • In case of O&M, if contract is for more than one year, completed years of O&M shall be considered • Works / assignments carried out by another contractor on behalf of the Bidder on back to back 	<p>client acceptance letter</p> <p>Copy of completion certificate</p>

Sl. No	Basic Requirement	Specific Requirements	Documents Required
		<p>basis will not be considered for satisfaction of Qualification criteria</p> <ul style="list-style-type: none"> If an agent submits bids on behalf of more than one Manufacturer, all such bids will be rejected as non-responsive. <p>Supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.</p>	
PQ4	Blacklisting	The Sole Bidder (Manufacturer / Authorized dealer) or Lead Member and all member of its consortium should not have been blacklisted by Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal.	Undertaking by the authorized signatory as per the format given as Annexure 4
PQ5	Certifications	The Sole Bidder (Manufacturer / Authorized dealer) or the Lead Member of consortium should have a valid ISO 9001:2015 or similar quality certification for product manufacturing	Valid Copy(ies) of certificates

Sl. No	Basic Requirement	Specific Requirements	Documents Required
		<p>consistency.</p> <p>The Sole Bidder (Manufacturer / Authorized dealer) or the Lead Member of consortium should have ISO 14001 certification for manufacturing under environmental friendly conditions, substantial evidence to be submitted as proof.</p>	
PQ6	Certifications	The Sole Bidder (Manufacturer / Authorized dealer) or Lead Member and all member of its consortium should have a <u>GSTIN</u> Registration Certificate and also a copy of PAN Card and <u>GSTIN</u> Registration.:	Valid Copy (ies) of. PAN Card and <u>GSTIN</u> Registration certificates
PQ7	undertaking	The Sole Bidder (Manufacturer / Authorized dealer) or Lead Member and all member of its consortium should accept the Delivery Period mentioned in the tender	undertaking to be provided as per the format given as Annexure 1.7
PQ8	undertaking	The Sole Bidder (Manufacturer / Authorized dealer) or Lead Member and all member of its consortium should Furnish Undertaking declaring that, <i>"shall abide by all the conditions set forth and also undertake to take back the rejected defective Goods at our risk & cost replaces the same within the stipulated time"</i> .	undertaking to be provided as per the format given as Annexure 1.6

Sl. No	Basic Requirement	Specific Requirements	Documents Required
PQ9	Manufacturers authorization	In case of authorized dealer, furnish the tender specific authorization letter from their manufacturers, to submit offer against this tender.	Undertaking by the manufacturer to be provided.
PQ10	Service facility	The Sole Bidder (Manufacturer / Authorized dealer) or Lead Member or any member of its consortium should have Service facility for the Goods to be supplied under this RFP	Substantial evidence along with undertaking to be provided
	<p>Note: Where authorized dealers are quoting on behalf of the manufacturers, they shall invariably: Indicate the manufacturers name in their financial bid. Furnish the tender specific authorization letter from their manufacturers, to submit offer against this tender.</p>		

Note: AUTHORITY reserves right to visit bidder's customer where such a similar project execution has taken place.

The bidders need to submit appropriate supporting evidences to satisfy the criteria

Note: AUTHORITY reserves right to visit bidder's customer where such a similar project execution has taken place.

The bidder needs to submit appropriate supporting evidences to satisfy the criteria

1.3.14. ELIGIBLE GOODS AND SERVICES

- a) The Bidder shall quote only one specific make and model from only one OEM, for each of the goods. Providing more than one option shall not be allowed. All goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder.

- b) The OEM for each products or technology quoted should be in the business of that product or solution or technology for at least **3 (Three) years** as on the date of release of the RFP.
- c) All the OEMs should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFP.
- d) The OEM should give a declaration that all products or technology quoted are neither end-of-sale nor end-of-life as on the date of installation and commissioning and are not end-of-support till the successful completion of O&M period of the project as **Annexure 2.4** in the RFP
- e) The bidder's proposed OEM should not have been blacklisted by any State / Central Government Department or Central /State PSUs as on bid submission date.

Adequate supporting documents pertaining to the above points, along with a summary compliance table, should be submitted in the proposal by the Bidder.

1.4. AWARD OF CONTRACT

1.4.1. AWARD CRITERIA

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Bidder.

The Bidder shall bear all taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable. The bidder who meets all qualification criterion will be technically qualified and financial Bid of Technically qualified bidder will be opened and bidder who has quoted lowest bid price post correction of arithmetic error will be considered as L-1 bidder.

1.4.2. LETTER OF ACCEPTANCE (LOA)

Prior to the expiration of the period of bid validity, AUTHORITY will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. LOA will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, AUTHORITY will promptly notify each unsuccessful bidder.

1.4.3. SIGNING OF CONTRACT

AUTHORITY shall notify the successful bidder that its bid has been accepted. The successful bidder shall enter into contract agreement with AUTHORITY within the time frame mentioned in the Letter of Acceptance issued to the successful bidder by AUTHORITY.

1.4.4. FAILURE TO AGREE WITH THE TERMS & CONDITIONS OF THE RFP / CONTRACT

Failure of the successful bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event AUTHORITY may invite the next best bidder for negotiations or may call for fresh RFP.

1.4.5. CSML'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

AUTHORITY reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for AUTHORITY's action.

Non Exclusive: CSML reserves the rights to avail the similar services from other Service Providers/ others during the Contract period.

1.4.6. PERFORMANCE BANK GUARANTEE

- a) Within fifteen (15) working days from the date of issuance of LOA, the Successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) an amount equivalent to 10% of contract value to AUTHORITY.
- b) The PBG shall be from a Scheduled Commercial Bank in the format prescribed in **Annexure 8**, payable on demand, for the due performance and fulfilment of the contract by the bidder.
- c) All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
- d) The PBG shall be valid till satisfactory completion of Post Implementation Support. The PBG may be discharged/returned by AUTHORITY upon being satisfied that there has been

due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG. The PBG shall be valid up to the completion of the period of 'Go- Live' / Commercial Operation Date (COD) + 38 months for the project (ie. 60 days beyond completion of O & M period.

- e) In case the project is extended after the project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the Successful Bidder till the extended period.
- f) In the event of the Bidder being unable to service the contract for whatever reason AUTHORITY would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of AUTHORITY under the contract in the matter, the proceeds of the PBG shall be payable to AUTHORITY as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. AUTHORITY shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- g) AUTHORITY shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- h) On satisfactory performance and completion of the order in all respects and duly certified to this effect by AUTHORITY, Contract Completion Certificate shall be issued and the PBG would be returned to the Successful Bidder.

1.5. RIGHT TO VARY QUANTITY

- a) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b) If AUTHORITY does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- c) Repeat orders for extra items or additional quantities may be placed during the currency of Contract, if it is provided in the bidding document, on the rates and conditions given

in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

1.6. WARRANTY & MAINTENANCE

- a) Successful Bidder shall also provide complete maintenance support for all supplied products and connected components as outlined in this RFP for **a period of 36 months from the date of 'Go- Live' / Commercial Operation Date (COD)**.
- b) During the warranty period, the bidder shall warrant that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.
- c) AUTHORITY or designated representatives of the bidder shall promptly notify Successful Bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the Successful Bidder shall, within the warranty period and with all reasonable speed replace the defective products, without costs to AUTHORITY and within time specified and acceptable to AUTHORITY.
- d) If the Successful Bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, AUTHORITY may proceed to take such reasonable remedial action as may be necessary, at the Successful Bidder's risk and expense and without prejudice to any other rights, which AUTHORITY may have against the bidder under the contract.
- e) During the warranty period, the Selected Bidder shall provide free of cost, all replacements and parts thereof including bringing equipment's in operating condition as per requirements of the RFP, within one (1) week of such defects/repairs/other such replacement or repairs needed as required by the Authority without any additional cost to the Authority or increasing the contract value.

The Successful Bidder hereby warrants AUTHORITY that:

- i) The supplied products / equipment / goods meeting all the requirements as outlined in the RFP and further amendments if any and provides the functionality and performance, as per the terms and conditions specified in the contract.

- ii) The proposed products / equipment / goods shall achieve parameters delineated in the technical specification/requirement.
- iii) The Successful bidder shall be responsible for warranty & maintenance services from licensors of products.
- iv) The Successful bidder shall ensure the maintenance of the acceptance criterion/standards in respect of the products / equipments / goods during the warranty and maintenance period.

1.7. CORRUPT PRACTICES

Bidders are expected not to indulge in any corrupt and fraudulent practice. They are expected to observe the highest standard of ethics during the procurement and execution of the Contracts. In pursuance of this policy, following definitions are relevant:

- 1.7.1 “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in execution of the Contracts; and
- 1.7.2 “Fraudulent Practice” means misrepresentation of facts in order to influence a procurement process or the execution of the Contracts to the detriment of CSML, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non - competitive levels and to deprive CSML of the benefits of free and open competition.

If it is found that Bidder(s) had engaged in corrupt/ fraudulent practice in securing and executing the Contracts, CSML reserves the right:

- a) Not to award Contracts to such Bidder,
- b) To cancel the Contracts, if already awarded. In case of cancellation, CSML shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with the provisions of the RFP Document. CSML shall also have the right to forfeit the Bid Security/ Performance Security of such Bidder, and
- c) To ban the business dealing with the Bidder who engaged in such practices either indefinitely or for a specified period of time.

1.8. LOCAL CONDITIONS:

It will be imperative on each tenderer to fully acquaint him of all the local conditions and factors, which would have any effect on the performance of the contract and cost of the equipment. The Purchaser shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time schedule of delivery of machines, shall be entertained after the Purchaser accepts the offer.

2. Scope of Work and Terms of Reference

2. Scope of Work and Terms of Reference.

2.1. SCOPE OF WORK

It is proposed to undertake cleaning of designated roads, service lanes, back lanes and other open public places/grounds in the service area of Municipal Corporation of Cochin (hereinafter referred to as the “Corporation”) through supply and deployment of Mechanized Vacuum Suction Sweeping Machine with Wet/Dry Cleaning Arrangement, to be supplied, installed commissioned and tested within 4 months and operated and maintained for a duration of 3 years after Go-LIVE by the successful bidder (hereinafter referred to as the “agency”).

Online bids/e-tenders are invited from specialized agencies or reputed manufacturers for supply of Mechanized Vacuum Suction Sweeping Machine (hereinafter referred as the “Machine”) and also carry out operations and preventive maintenance of such machines. The agency selected through this tender will be responsible for supply of Four (04) Mechanized Vacuum Suction Sweeping Machine as per mentioned specifications defined in this RFP/Addendum and allied equipment’s.

- a) The project is to carry out the work of mechanised sweeping of selected roads of City falling under the jurisdiction of the Kochi Smart City Limited. Mechanised sweeping of all roads including footpaths, kerbs, combined/road side drains will be done as frequently as mentioned in the RFP. The schedule of roads to be swept shall be presented in a manner that roads are swept by mechanised sweepers on alternate day basis. The contract period shall be of 3(THREE) years.
- b) The total road to be covered through mechanised sweepers is 52 Km
- c) The brief of the Project is as follows: Detail scope of work is given under Table 1
- d) Detailed list of roads and its average width is given in Table 2

2.2. OBLIGATION OF THE AGENCY/SUPPLIER

The agency is required to ensure the following: -

- a) Mechanized Sweeping of the selected roads shall be done on all days between night hours of 12 AM to 7 AM using mechanized sweepers of required specifications as per technical specifications.

- b) The illegal dumps on all roads shall be cleaned once in a day.
- c) All the litter, dumps and debris shall be cleaned in the entire area between property boundary line to property boundary line (**Right of Way**) on either side of the road.
- d) The storm drains (along the road or otherwise) should be cleaned at least once in a week. Silt accumulated in the storm drain shall be removed and disposed with other debris/litter collected during cleaning and sweeping to the Bhramapuram sanitary landfill site or any other site as required and instructed by CSML within 25km from the workplace.
- e) The pruning of trees shall only be carried out wherein the extended branches appear as encumbrances while movement of mechanised sweeping machines. However, the removal of uprooted tree shall not be part of the obligation of the Operator.
- f) Wild grass and vegetation on the side berms, footpaths, medians of all roads shall be removed by the Operator once a month and at least once a week during monsoon period, as per the schedule fixed by the Operator, for all the roads.
- g) All solid and semi solid waste from all roads should be disposed at Bhramapuram sanitary landfill dump site or any other site as required and instructed by CSML within 25km from the workplace. However, door to door collection, transport and disposal of garbage is not in the scope of this tender.
 - i. The Operator shall ensure to provide Litter Control Team and Emergency Control Team for cleaning of roads. The Litter Control Team shall be deployed for a specified area and carry out litter control for entire working hours. The Emergency Response Team shall be available at such places wherein the cleaning is required pursuant to the receipt of any complaint during day and night hours.
 - ii. The Operator shall ensure that the litter control shall be done by the Operator along with the Mechanised Sweeping. During any kind of emergency situation, the litter shall be removed by the Litter Control Team (constituted by the Operator) in response to the
 - iii. complaint being lodged. However, no permanent deployment of manpower shall be there for litter control after the stipulated cleaning of the roads.
 - iv. The Operator shall pick, remove and dispose of all loose materials/ debris deposited on or along the roads, service lanes, central verge and footpaths/ road berms by mechanised sweepers if not possible then manually and dead animal are found on these roads and in the vicinity area under contract area, are to be lifted and disposed off by the contractor The Operator will be responsible for disposal of road sweeps/Small dead animal to Kochi Nagar Nigam, Bhramapuram landfill Site.

- v. GIS based control and monitoring of Mechanized sweeper and online attendance system for Manual cleaning shall be adopted.

Establishment of control room along with all necessary hardware and software for real time control, monitor & management of ongoing GIS based cleaning works at site. This control room shall be integrated with Integrated City Command and Control Centre (IC4).

2.3. OBLIGATION OF CORPORATION.

To provide parking space and space for setting up workshop for carrying out minor repair.

1. Facilitate registration of vehicle with local RTO and payment of road tax.
2. To provide a designated spot/location or vehicles for unloading of the material collected in the Machine through sweeping.
3. Pruning of tree branches, for which advance intimation at least 24 hours before shall be given by the agency to the concerned Nodal Officer of Corporation.
4. To provide supervisory staff during the operation.
5. CSML shall not be responsible for penalties raised by law enforcing agencies such as road accidents, traffic violations, which may be caused during the operations by the staff of vendor. He/she shall ensure situations with full legal compliance and no operations are disrupted on account of such activities.

2.4. SERVICE LEVEL AGREEMENT

Penalty: - The Managing director, CSML reserves the right to impose financial penalty as follows:

Table 2.1 SLA Particulars

Default	Monitoring Mechanism	Penalty/Deduction	Tolerance	Rectification
In case of failure of supply of mechanical sweepers as defined under deliverables under Project Implementation Schedule under clause	As per Physical verification	Rs. 10,000/- per day for the period of delay in terms of days	No Tolerance	Within 15 days from defined timeline under project implementation schedule

3.2 of the RFP.				
Not Covered/swept any road length in ABD area during the O&M period (Refer details of road length refer table)	Through GPS/Physical Verification/Reporting from Site	Rs. 500/- Per Km/Per Day	No Tolerance	Within 24 hours
Non-Deployment of Mechanical Sweepers during the O&M period	Through GPS/Physical Verification/Reporting from Site	Rs. 5000/- Per Day Per vehicle	No penalty in case machine will be deployed within 12 hours after notification	Within 48 hours
Dumping of mechanical sweeping silt at non-designated place	Through GPS/Physical Verification/Reporting from Site	Rs.250/- per instance	No Tolerance	Within 24 hours

In case the amount of penalty during project implementation period including O&M period, is more than 20% of the total O&M charges, the Authority reserves its right to impose penalty separately from liquidated damages, but reserving its right to terminate the Contract including other such remedies as per terms and conditions of this Contract and other applicable laws.

Payment for O& M of mechanised sweeping of roads:

The work shall be measured in terms of per kilometer road length for mechanized cleaning including service lane, footpath and central verge, complete in all respects as described in the RFP document. The successful bidder/operator shall be required to quote a “Contract Unit Rate per Km road length per month for:

- Roads having Right of Way 20 to 35 meter
- Roads having Right of Way 15 to 20 meter

- Roads having Right of Way 10 to 15 meter
- Roads having Right of Way 5 to 10 meter
- Roads having Right of Way 4 to 5 meter

including cleaning of footpath, Service Lane with Combined/Road side drain and specified roads as detailed out in TABLE 2 below, (hereinafter referred to as “Contract Fee”) as described in the nomenclature of the items and shall mean in full carrying out all the required operations, complete in all respects to the satisfaction of CSML and has been detailed out in the draft Management Contract. The frequency of various operations are described in table 1 below.

Note:

1. Quoted unit rate and Total price for Operator’s service will remain firm for the contract period of 3(THREE) years.

TABLE – 1

Sl.No	Description	Area	Frequency	No. of Days in a month
1	Mechanized Sweeping	Total Carriage way, Footpath & Centre Verge	Every Day	30
2	Litter Collection	ROW	Daily – Day & Night	30
4	Debris Clearance	ROW	Daily	30
5	Wild Grass Removal in total right of way of roads specified in List	ROW	Grass should be removed completely and shown to assessing officer	1 in 30 days & 4 in 30 days (during monsoon)
6	Pruning of Trees	ROW	Monthly	1 in 30 days
7	Lifting of Dead Animal	ROW	Immediate	30
8	GIS Mapping & Monitoring	ROW	Real Time	30
9	Storm Drains/Road side drains	Drain width	Once in a week	4

TABLE 2

SUMMARY OF ROAD LENGTH FOR MECHANIZED SWEEPING	
West Kochi	

SR NO.	ROAD DESCRIPTION	ROAD LENGTH (m)	Right of Way including footpath and Median	Carriage Way Width
Road No.	Road Name	Length(Km)	Avg Width(M)	Avg Width(M)
Right of way 15 to 20 meter				
Road 47	Tower Road –A	0.24	16.20	7.50
Road 76	Part KJ Herschel Road, Elphinstone Road	0.54	19.38	7.50
Total length of roads having Right of Way 15 to 20 meter (West Kochi)		0.78		
Right of way 10 to 15 meter				
SMART ROAD 1	KB Jacob Road	1.08	13.00	9.00
SMART ROAD 2	Amaravathi Road	1.09	12.00	7.00
SMART ROAD 3	Bellar Road& River Road	0.43	10.00	7.00
Road 5	Moulana Azad Road	0.59	10.25	5.50
Road 10	M Mahalu Road	0.33	10.80	5.50
Road 11	TA Kunjali Srank Road	0.4	10.20	5.50
Road 31	Karippalem Road	0.36	10.00	5.50
Road 40	Mini Market Road	0.16	10.00	5.50
Road 54	Ridsdale Road	0.32	12.00	5.50
Road 62-A	Santa Cruz Road	0.23	11.20	5.50
Road 73	Chirattapalem Road	0.31	12.66	5.50
Total length of roads having Right of Way 10 to 15 meter (West kochi)		5.3		
Right of way 05 to 10 meter				
SMART ROAD 4	Kalvathy Road	0.64	9.00	5.20
Road 1	Ranganath Road	0.23	5.15	3.50
Road 2	AB Salem Road	0.25	7.95	5.50
Road 3	Jew Town Road	0.44	9.30	5.50
Road 4	Synagogue Lane	0.07	5.00	3.50
Road 6	Bazaar Road	1.27	8.90	5.50
Road 7	Panchira Paul Road	0.19	6.55	3.50
Road 8	Swasthik Road	0.4	7.25	3.50
Road 12	Indian Chamber Road	0.15	6.75	3.50
Road 13	Pullupalam Road	1.27	8.30	5.50

Road 14	Gujarathi Road / New Road	0.82	8.15	5.50
Road 15	Gopalakrishnan Avenue Road	0.23	6.55	3.50
Road 16-B	Pandithan Temple Road	0.24	7.70	5.50
Road 17	Jain Temple Road	0.2	7.70	5.50
Road 18	Koonam Kurish Road	0.33	5.80	3.50
Road 19	Eraveli Road	0.5	8.95	5.50
Road 20	Mohammed Abdul Rahman Road	0.95	9.30	5.50
Road 24-A	Kshema Bhavan Road	0.24	5.60	3.50
Road 24-B	Kshema Bhavan Road	0.21	9.40	5.50
Road 25	off Shiva Raman Road- 1	0.26	5.90	3.50
Road 26	Off Eraveli Canal Road	0.15	5.00	3.50
Road 27	Muhyidheen Palli Road	0.21	8.40	5.50
Road 28-A	Chakkara Idukku Road	0.21	7.50	3.50
Road 28-B	Chakkara Idukku Road	0.31	8.80	5.50
Road 29-A	Adhikari Valappu Road	0.35	7.05	3.50
Road 29-B	Adhikari Valappu Road	0.32	7.40	5.50
Road 30	Dr. JA Bhatt Road	0.38	7.05	3.50
Road 32	Govt Higher Secondary School Rd.	0.41	9.35	5.50
Road 34	Cheralai Road	1.17	6.20	3.50
Road 35-B	Sindhura Bhagavathi Temple Road-A	0.12	8.50	5.50
Road 36-A	Church Road	0.17	9.10	5.50
Road 36-B	Church Road	0.25	7.20	3.50
Road 37-B	Kunnumpuram Juma Masjid Road-B	0.35	8.50	5.50
Road 37-C	Kunnumpuram Juma Masjid Road-C	0.22	5.25	3.50
Road 38	Eraveli Canal Road East	0.57	7.50	5.50
Road 39	Eraveli Canal Road West	0.53	7.50	5.50
Road 41	Mahboob Park Road	0.24	8.95	5.50
Road 42	Near Government Hospital	0.47	9.60	5.50
Road 43	Poovath Road	0.32	8.90	5.50
Road 44	YMCA Road	0.34	5.00	3.50
Road 45	Off Tower Road I	0.13	6.00	3.50
Road 46	Off Tower Road II	0.22	5.00	3.50
Road 48	Tower Road –B	0.14	8.55	5.50

Road 49-A	Princess Street	0.11	8.55	5.50
Road 49-B	Peter Celli and Princess Street	0.36	8.55	5.50
Road 50	Off Princess Street	0.03	5.20	3.50
Road 51	Burgher Road	0.18	5.00	3.50
Road 52	Off Rose Street	0.1	5.55	3.50
Road 53	Rose Street	0.2	8.00	5.50
Road 55	Parade Road	0.22	7.50	5.50
Road 56	St Francis Church Road	0.64	5.55	3.50
Road 57	Dutch Cemetery	0.43	5.55	3.50
Road 58	Lilli Street	0.16	8.35	5.50
Road 59	Fosse Road	0.23	8.35	5.50
Road 60-A	Bastian Road	0.26	8.35	5.50
Road 60-B	Bastian Road	0.08	8.35	5.50
Road 61	Quiros Street	0.2	8.35	5.50
Road 62-B	Santa Cruz Road	0.11	6.80	3.50
Road 63	KJ Herschel Road, Elphinston Road	0.73	8.75	5.50
Road 64	KL Bernad Master Road	0.3	7.00	3.50
Road 65	Ridsdale Branch Road	0.26	7.00	3.50
Road 66	CSI Road	0.17	7.00	3.50
Road 67	Off KL Bernad Master Road	0.31	5.50	3.50
Road 68	Kunnumpuram Road	0.32	5.00	3.50
Road 69	Near Pattalam Ground	0.14	5.10	3.50
Road 70	Bishop Kureethara Road	0.93	8.45	5.50
Road 71	Mac Kenzie Lane	0.25	3.90	3.50
Road 72	Pattalam Road	0.25	9.60	5.50
Road 74	Thamaraparambu Road	0.51	7.53	5.50
Road 75	Off Mac Kenzie Lane	0.21	5.20	3.50
Road 77	Off Ammankovil Road	0.19	5.00	3.50
Road 78	Off Poovath Road	0.17	9.15	5.50
Road 79	Garden lane 2	0.08	5.76	3.50
Road 81	Off Road no 33	0.08	5.56	3.50
Road 83	Off Road No 24	0.06	5.31	3.50
Road 84	Off Road no 83	0.08	5.81	3.50
Road 85	Gov School Road Kalvathi	0.27	7.79	5.50
Road 86	Off Bernad master Road	0.14	6.74	3.50
Road 87	William P Manual Road	0.14	7.12	3.50

Total length of roads having Right of Way 5 to 10 meter (West kochi)		25.37		
Right of way 4 to 5 meter				
Road 9	Bombay Tailoring Road	0.21	4.60	3.50
Road 16-A	Pandithan Temple Road	0.23	4.90	3.50
Road 21	Off Mohammed Abdul Rahman Road-1	0.1	4.90	3.50
Road 22	Off Mohammed Abdul Rahman Road-2	0.1	4.40	3.50
Road 23	Off Mohammed Abdul Rahman Road-3	0.08	3.80	3.50
Road 33	Krishnan Nair Road	0.38	4.70	3.50
Road 35-A	Sindhura Bhagavathi Temple Road-A	0.14	4.10	3.50
Road 37-A	Kunnumpuram Juma Masjid Road-A	0.34	4.60	3.50
Road 80	Garden lane3	0.23	4.85	3.50
Road 82	Off Road no 33	0.06	4.74	3.50
Total length of roads having Right of Way 4 to 5 meter (West kochi)		1.87		
ERNAKULAM				
SR NO.	ROAD DESCRIPTION	ROAD LENGTH (m)	Right of Way including footpath and Median	
Road No.	Road Name	Length(Km)	Avg Width(M)	
Right of way 20 to 35 meter				
SMART ROAD 3	Shanmugham Road	0.89	32.00	26.00
SMART ROAD 2	Abraham Madamakkal Road	1.11	28.50	15.00
Total length of roads having Right of Way 20 to 35 meter (Ernakulam)		2		
Right of way 15 to 20 meter				
SMART ROAD 1	Bannerji Road	0.91	20.00	13.80
SMART ROAD 4	Park Avenue Road	1.47	16.00	11.30
Total length of roads having Right of Way 15 to 20 meter (Ernakulam)		2.38		
Right of way 10 to 15 meter				

SMART ROAD 5	DH Road	0.53	12.00	7.50
SMART ROAD 6	Chinmaya & South Railway Station Road	0.50	15.00	7.50
Road 3	P T Usha Road	0.37	10.20	7.50
Road 6	Convent Road	0.43	6.77	3.50
Road 36	KT Koshi Avenue	0.43	12.00	7.50
Road 37	Club Road	0.16	12.20	7.50
Total length of roads having Right of Way 10 to 15 meter (Ernakulam)		2.42		
Right of way 5 to 10 meter				
Road 2	T D Road & Government Press Road	2.01	7.81	5.50
Road 4	A K Seshadri Road	0.26	7.10	5.50
Road 5	Narakatra Road	0.26	6.73	3.50
Road 7	Gopala Prabhu Road	0.46	6.77	3.50
Road 9	Vittappa Prabhu Road	0.18	5.38	3.50
Road 10	Jew Street	0.8	6.65	3.50
Road 11	TD East Sannidhi Road	0.2	6.90	3.50
Road 12	TD West Sannidhi Road	0.61	7.03	3.50
Road 14	Kovilvattom Road & Part of Basin Road	0.42	6.50	3.50
Road 15	Payyapilli Road	0.22	5.97	3.50
Road 16	Muslim Street	0.13	7.73	5.50
Road 18	Broadway & Church Street	0.5	9.81	7.50
Road 20	Basin Road	0.3	8.13	5.50
Road 22	Syrian Church Road	0.16	6.63	3.50
Road 23	Alphonsa Road	0.08	8.03	5.50
Road 25	Puthirikkal Road	0.09	6.61	3.50
Road 27	Off Muslim Street	0.12	5.01	3.50
Road 28	Jus. Chandra Shekara Menon Rd	0.27	7.17	5.50
Road 29	Thottekkattu Road	0.21	8.07	5.50
Road 30	PO Link Road	0.21	6.32	3.50
Road 31	Press Club Road	0.21	8.63	5.50
Road 32	Karunakaran Road	0.23	7.23	5.50
Road 35	Cannon Shed Road	0.35	8.93	7.50
Total length of roads having Right of Way 5 to 10 meter (Ernakulam)		8.28		

Right of way 4 to 5 meter				
Road 8	Srinivasa Mallan Road	0.18	4.95	3.50
Road 8A	Srinivasa Mallan Road	0.09	4.95	3.50
Road 13	Merchants Road	0.16	4.37	3.50
Road 17	Off TD Road (Chainage 1340)	0.12	4.00	3.50
Road 19	St Albert School Road	0.28	4.50	3.50
Road 21	ASP Road	0.52	4.50	3.50
Road 24	Cleetus Rd.	0.14	3.17	3.50
Road 26	Kuttappai Road	0.38	11.33	3.50
Road 33	Theresa Lane-1	0.06	4.20	3.50
Road 34	Theresa Lane-2	0.06	4.50	3.50
Road 38	Near Market Pond	0.11	3.50	3.50
Road 39	Mittathulli Gangadaramenon Road	0.11	2.61	3.50
Total length of roads having Right of Way 4 to 5 meter (Ernakulam)		2.21		
Total length of roads having Right of Way 20 to 35 meter		2		
Total length of roads having Right of Way 15 to 20 meter		3.16		
Total length of roads having Right of Way 10 to 15 meter		7.72		
Total length of roads having Right of Way 5 to 10 meter		33.65		
Total length of roads having Right of Way 4 to 5 meter		4.08		
TOTAL LENGTH OF ROADS TO BE SWEEPED USING MECHANIZED SWEEPING MACHINE		50.61		

2.5. TECHNICAL SPECIFICATIONS FOR THE MACHINES

The technical specification covers the minimum requirement of a mechanised sweeper to be used for road sweeping of roads. The equipment used should be having equivalent or higher specifications. The machine should be capable of collection of different types of debris e.g. stones, sand, leaves, sticks, papers, nails, bottles etc. without stopping the machine for manual collection. All sweeping and dumping operations should be mechanised and all control switches

should be provided in the driver's cabin. The filtering, dust collection and emission of exhaust air from the hopper should comply with stipulated environmental norms. The engine should conform to environmental norms of at least Euro IV or Bharat Stage IV or above for the machine with PM10 compliance.

2.5.1. PERFORMANCE REQUIREMENTS

1. **Sweeping Width:** The machine should have a sweeping width of at least 2850mm. It should have an outreach of at least 1 meter beyond the front edges both right and left sides of the vehicle. The front broom system should be capable of taking out dust from the corners of the road Krebs.
2. **Sweeping Brushes:** The Sweeping brushes will be of Polypropylene (PPL). There is option of steel brushes which can be provided as per operational requirement and as per direction of RSCL.
3. **Debris Collection:** The debris collection system should be equipped with a suction system along with Mechanised Conveyor for effective and fast collection of debris while sweeping at speeds 6 to 10Km/hr.
 - a. The machine should be capable of collection of different types of debris e.g., stones, sand, nails, bottles, leaves, sticks, papers, cloth etc. without stopping the machine for manual collection. The machine should have capability of picking a single article of upto 5 kg weight as well as fine dust particles in the same pass.
 - b. A vacuum hose should be provided with a minimum diameter of 150mm in order to reach the inaccessible areas for cleaning by suction. The length of vacuum hose should be at least 4.0 meters.
4. **Hopper/Waste Container:** The specifications of the hopper/waste container should be as under:
 - a. The volume of the waste container should not be less than 5 cubic meters with a payload of at least 5500 kg / 5 Cum.
 - b. The hopper should be capable of dumping debris up to a height of at least 2.0m so that debris can be dumped onto suitable waste carriers/dumpers.
 - c. The hopper should be equipped with hydraulic system for dumping and closing of doors.

5. Dust Control and Environment:

For control of dust, the equipment should have provision for sprinkling of water on the front brush and the two side brushes. The water tank should have a capacity of at least 500 litres. The machine should have effective filtration system and should be in a position to filter. PM10 dust up to 100%. A certificate from an international agency of repute should be provided for the same.

Machine is capable of sweeping wet/dry Roads. Machine should have high efficiency dust filtration system to sweep dry dust without use of water and it should have a system to switch over to wet mode to clean roads in rainy season.

6. Maneuverability:

The machine should have power steering with four-wheel steering and a turning circle (externally) of not more than 9.5m in order to negotiate curves and roundabouts while operating in road sweeping mode. The machine should have preferably provision of steering on both right side and left side inside the driving cabin.

7. Noise

The road sweeping machine should have very low noise levels. It should not exceed 110 dB(A) so that it can be used in residential areas and near hospitals/educational institutions at night as well. The machine should be run on a single engine to ensure lower noise as well as lower emissions.

8. Paint

One coat of base primer and two coats of finish enamel paint outside the complete machine. One coat of Anti rust rubber paint inside the debris hopper.

9. Engine

The Auxiliary engine is a 4 Cylinder, Liquid cooled, Direct Injection Diesel engine with Turbo with a power rating of minimum of 100 HP @ 2200 rpm.

10. Wet/Dry Sweeping System

Machine should be capable of sweeping wet/dry Roads. Machine should have high efficiency dust filtration system to sweep dry dust without use of water and it should have a system to switch over to wet mode to clean roads in rainy season.

11. Water Tank

Minimum 500 Liter capacity

12. CCD Camera System

CCD cameras, one on sweeping head and second at rear of machine to be provided to monitor the sweeping and ensuring safe reversing of machine.

13. Lights for Night Work

Lights to be provided on side brushes, sweeping head & at rear of the machine reflectors and blinkers provided at rear of machine for safety at night work.

14. Control Panel

Cabin mounted master control panel with the main electrical control and status indications by Lamps/ Symbols for the auxiliary engine and sweeping functions, these being engine key switch. The details of the control panel are as follows:

- Auxiliary engine cooling water)
- Auxiliary Engine oil pressure (Lamp/Symbol)
- Alternator (Lamp/Symbol)
- Hour Meter
- Engine speed indicator
- Engine speed control
- Suction Nozzle flap control
- Wide Sweep Control (side brushes)
- Central Brush/ Cross broom Control
- Ground pressure brush control
- Disc Brush inclination control
- Spraying nozzle control
- Work Lamp
- Beacon
- Air Pressure Control
- Emergency Stop

15. Suction System

The Centrifugal type blower system used for Suction is made of High resistant dynamically balanced Structural Steel of IS 2062 with an air displacement of minimum 16000 m³/hr.

16. Sweeping Machine Fitted with GPS & Camera

Sweeping machine should be fitted with GPS and Camera

a) GPS System

- GPS tracking system software should come as SAS model (Plug & Play).
- The vendor has to provide a dashboard which will record the movement of the Vehicle

The dashboard shall give the following information:

- Distance travel
- Current location which should be updated every second
- Geo fencing to ensure that vehicle does not deviate from current path
- Daily report along with route chart.

Functional Requirement Specifications for GPS Tracking Device

A. Technical Specification – GPS Tracking Device

Sl No	Unit / Item	Specification
1	GSM	
1.a	Frequency	900/1800 MHz; 850/1900 MHz
1.b	Power Supply	9V-35V
1.c	Battery Backup	At least 6 Hrs. without Vehicle Battery
2	GPRS	
2.a	Data Class	Class B
2.b	Coding Scheme	CS-4
2.c	Uplink Transfer	40 kbps
2.d	Downlink Transfer	80 kbps
2.e	Protocol	NMEA0183 or any other Supporting IP Like https

SI No	Unit / Item	Specification
3	GPS	
3.a	Datum	WGS-84
3.b	Frequency	L1-1575.42MHz.
3.c	C/A code	1.023 MHz chip rate
3.d	Channels	At least 16-20
3.e	Sensitivity	(-)158db
3.f	Position Accuracy	5 -10 m
3.g	Time Accuracy	0.1 m/s
3.h	Reacquisition Time	Average-0.1 m/s
3.j	Velocity Range	300-500 m/s
3.k	Operating temperature	0-50*c

B. General Specifications

SI No	Parameters/Specifications
1.	The Tracking Unit should have position accuracy of 5 -10 m.
2.	Data logging should be done at every 1 sec.
3.	Data transfer through GPRS/ GSM/3G/4G should be at every 5 sec or less to the server.
4.	Should have the capacity to store the data if vehicle lost connection with GSM/GPRS/ 3G/4G network (Minimum of 128 MB) and transfer it once the connection is restored. Suitable storage device, if needed, also to be supplied along with GPS.
5.	Should provide the protocol, listener API and associated software and database applications so that the GPS data can be received at a server in a format like NEMA or simple text file with position, time, and instrument ID as well as in SQL database form for storage and querying.
6.	The unit should be light in weight and should have supporting accessories to fix it to a vehicle.
7.	It should be IP67 Tamper Proof, Vandal Proof and Water Proof enclosure for GPS, power supply and antenna must be provided such as metallic casing for the unit, metallic tube covering the power supply as well as antenna cable without leaving gap for tampering, cutting etc.
8.	The device should be capable of operating with vehicle battery. The unit should also have an internal back-up battery (6 hours) and the battery charge should be indicated in the unit. Battery charging facility also should be provided
9.	Technical support in installation and maintenance for all GPS units during the warranty period should be provided by the vendor
10.	GPS tracking device should be integrated with Integrated Command Control and Communication Center.

b) Surveillance Camera

Vehicle will have a camera suitably fitted to monitor the sweeping machine activities. Video feed will stream to IC4 command center in real time. So this surveillance camera will be fitted with 4G Sim of minimum bandwidth of 1 Mbps.

Camera- 2MP IR Bullet Camera- Specifications

S No	Parameter	Minimum Specifications
1	Video Compression	H.265/H.264 and M-Jpeg or better
2	Video Resolution	3072x1728 (16:9) Format, Day/Night operation
3	Frame rate	30 FPS at all resolutions with Controllable Bit Rate/ Bandwidth and Frame Rate
4	Image Sensor	1/2.9" Progressive Scan CMOS or better
6	Lens Size	Automatic Varifocal lens- Lens 3 to 12 mm or better
7	Infrared Illuminator	Inbuilt IR with minimum 50 meters range
8	Multiple Streams	Multiple configurable streams in H.265/H.264 and MJPEG, configurable frame rate and bandwidth, Regions of Interest (ROI)
9	Defog	Available
10	Audio Streaming	Two-way, Full-duplex, 1 IN & 1 Out
11	Analog video output	Available
12	Communication Interface	Sim Based 4G
13	Protocol	TCP, HTTP, HTTPS, RTP, FTP, RTSP, NTP, SMTP, 802.1x, IP v4 & v6 Remote Administration: Remote configuration and status using web-based tool
14	Security	Three-level password protection, IP Address filtering, User Access Log, HTTPS encryption
15	Camera Analytics	Should generate alarm in case of Camera tampering
16	Alarm I/O	Minimum 1 Input & 1 Output contact for 3rd part interface
17	SD Card	Built in SD card slot with support up to 500 gb.
18	Operating conditions	0 °C to +60°C.
19	Integrated Casing	IP67 rated & IK10
20	Certification	UL, CE ,FCC, EN, BIS, ONVIF Profile S & G
21	Power	12VDC.

3. General Conditions of Contract (GCC)

3. General Conditions of Contract (GCC)

3.1. GENERAL CONDITIONS

3.1.1. DEFINITIONS AND ABBREVIATIONS

In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

- i) "Services" means services to be provided as per the requirement mentioned in the scope of work
- ii) "CSML" refers Cochin Smart Mission Limited.
- iii) "Noncompliance" means failure/refusal to comply the terms and Conditions of the tender;
- iv) "Non-responsive" means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms / Pro forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee and EMD.
- v) Bid means the proposal submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof. Wherever "Tender" / "RFP" word is used, it shall mean the same as "Bid".
- vi) Bidder means an applicant / Supplier who has submitted the Bid as per notice inviting tender of this RFP document.
- vii) Bid Security or "Earnest Money Deposit" or "EMD" shall have the same meaning
- viii) Bid Process means the process of selection of the Service Provider through competitive bidding and includes release of this RFP document, submission of Bids, scrutiny and evaluation of such Bids as set forth in the RFP.
- ix) Effective Date shall mean the date on which the Letter of Acceptance is issued by CSML
- x) e-tender website / e-tender portal / e- Government Procurement (e-GP) Website means <https://etenders.kerala.gov.in>

- xi) Letter of Acceptance or “LOA” means the letter or memorandum communicating to the Successful Bidder on the acceptance of its Bid.
- xii) RFP Document or “RFP” shall mean this RFP document and shall include any addendum(s) issued thereto.
- xiii) Successful Bidder shall mean the Bidder, whose Bid is evaluated as the most competitive following the bid evaluation process as set forth in this RFP Document and to whom a Letter of Acceptance is issued subsequently.

3.1.2. DEFINITION AND INTERPRETATION

In the contract, unless the context otherwise requires:

- i) "Acceptance of Tender" means the letter or memorandum communicating to the Contractor the acceptance of his tender.
- ii) ."Consignee" means where the equipment / product are required by the acceptance of the tender to be dispatched by rail, road, air or streamer, the person specified in the Acceptance of tender to whom they are to be delivered at the destination.
- iii) "Contract" means and includes Tender Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Special Conditions of Contract, schedule of Requirements, Technical Specification and Annexures particulars and the other conditions specified in the acceptance of tender, and amendments.
- iv) .The "Supplier / Contractor / Bidder /Tenderer" means the person, firm or company with whom the order of the supply is placed / participated / intend to participate in the tender.
- v) "Drawing" means the drawing or drawings specified in or annexed to the specification.
- vi) The "Inspecting Officer" means the person/team of CSML specified in due course of time for the purpose of inspection of equipment / product and includes his/their authorized representatives.

"Particulars" include:-

Specifications

Drawings

- "Proprietary mark" or "brand" means the mark and brand of the product which is owned by an industrial firm;
- vii) Any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract.
 - viii) ."Inspection Test" means such test or tests as are prescribed by the specifications to be made by the Purchaser / Employer or his nominee during delivery of product & installation, and commissioning.
 - ix) "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser / Employer;
 - x) The "Purchaser / Employer" means Cochin Smart Mission Limited (CSML).
 - xi) "Signed" includes stamped, except in the case of acceptance of tender or any amendment thereof;
 - xii) "Site" mean the Locations as specified in the technical specifications/ scope of work at which equipment / product is required to be delivered /installed / operated / maintained by the Contractor under the contract or any other place approved by the Purchaser / Employer for the purpose in Kochi
 - xiii) "Equipment / product / goods " means the goods in the contract, which the Contractor has agreed to supply under the contract;
 - xiv) "Test" means such test as is prescribed by the particulars or considered necessary by the CSML whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer.
 - xv) "Work" means all the work specified or set forth and required in and by the said specifications, drawings and "technical Specifications / schedule of Requirements", hereto annexed or to be implied there from or incidental thereto, or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said original specifications, drawings and technical Specifications / "Schedule of Requirements").
 - xvi) The delivery of the equipment shall be deemed to take place in accordance with the terms of the contract, after approval by the Inspecting Officer /team from CSML /its representatives the consignee

- xvii) "Writing" or "Written" includes matter either in whole or in part, in manuscript typewritten, or printed as the case may be.
- xviii) Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian contract Act, or the General Clauses act, 1897 as the case may be.
- xix) "Facilities" means the Equipment to be supplied and installed as well as all the Installation Services to be carried out by the Contractor under the Contract.
- xx) "Purchaser / Employer" means the person named as such in the Tender Document and includes the legal successors or permitted assigns of the Purchaser / Employer.

3.1.3. CONTRACT DOCUMENTS:

Subject to Article Order of Precedence of the Contract Agreement all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract document shall be read as a whole.

3.1.4. SEVEREABILITY:

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3.1.5. CONTRACTOR'S RESPONSIBILITIES

The Supplier / Contractor / Bidder shall design, manufacture, deliver, supply, install, testing, trial run and commissioning and carry out defect liability period (DLP) including **Operation & Maintenance for 3 years (including associated purchases)** with due care and diligence in accordance with the Contract.

The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities provided by the Purchaser / Employer; The Contractor acknowledges that any failure, to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.

All activities to clear the goods and transport the equipment to ultimate destination will be done by the bidder

The Contractor shall comply with all laws in force in India. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Purchaser / Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel.

3.1.6. CONFIDENTIAL INFORMATION

The Purchaser / Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party, any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract.

The Contractor shall not use such documents, data and other information received from the Purchaser / Employer for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.

3.1.7. CONTRACT

This contract is for the supply, install, testing, trial run and commissioning and carry out defect liability period (DLP) including **Operation and Maintenance for 3 years (including associated purchases)** including support during defects liability period and guarantee period of the equipment of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein. All equipment must be brand new and unused. Unpacking/seal opening has to be done in presence of CSML/authorized representatives.

The whole contract is to be executed in the most approved, substantial and workmanship manner, to the entire satisfaction of the Purchaser / Employer or his nominee, who, both personally and may his deputies, shall have full power, at every stage of progress, to inspect the equipment at such times as he may deem fit and to reject any of the equipment which he may disapprove.

3.1.8. PERFORMANCE BANK GUARANTEE

The successful bidder shall furnish a Performance Bank Guarantee (PBG) valid up to the completion of the period of 'Go- Live' + 38 months for the project from a Scheduled Commercial Bank, payable at a designated bank branch located in Kochi within 15 days from the receipt of LOA/ purchase order of the tender for an amount equivalent to 10% of the value of the Contract

indicated in LOA. . **In case partial forfeiture, The contractor shall have to restore the PBG to its full value for applicable period as required under the contract or extension thereof.**

The PBG shall be valid till satisfactory completion of Post Implementation Support. The PBG may be discharged/returned by AUTHORITY upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG. In case the project is extended after the project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the Successful Bidder till the extended period

The Performance Security is to ensure due performance of all obligations of the Service Provider under the Contract against an event of default by the Service Provider and/ or any Material Breach of its obligations there under.

The Purchaser / Employer shall be entitled on his part to forfeit the amount of the Performance Bank Guarantee in whole or in part in the event of any default, failure or neglect on the part of the Contract in the fulfillment or performance in all respects of the contract under reference or any other contract with the Purchaser / Employer shall also be entitled to deduct from the amount of the Performance Bank Guarantee any loss or damage which the Purchaser / Employer may suffer.

3.1.9. TAXES AND DUTIES

The Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside India.

In the event of exemption or reduction of Custom Duties, Excise Duties, Sales Tax or any other Cess /Levy being granted by the Government in respect of the works, the benefit of the same shall be passed on to the Purchaser / Employer .

3.1.10. DELIVERY

The Contractor shall be required by the Purchaser / Employer to deliver the equipment /product on delivery duty paid (DDP) basis at Kochi site locations as per Technical Specifications, the quantities of the equipment detailed therein shall be delivered not later than the dates specified in the delivery schedule. The delivery will not be deemed to be complete until and unless the equipment are inspected and accepted by the Inspecting Officer/team of CSML or its representatives

The bidder has to quote for all the equipment / product as per the schedule of requirement. Transit Insurance to be taken by the applicant.

Notification of delivery: [LSEP] Notification of delivery and dispatch in regard to each and every installment shall be made to the Purchaser / Employer immediately on dispatch and delivery. The tracking number of transport mode along with necessary details for tracking of the dispatched equipment's needs to be communicated to the Purchaser / Employer on every dispatch.

Time for delivery: the essence of the contract [LSEP] The time and date specified in the contract or as extended for the delivery of the Equipment shall be deemed to be the essence of the contract and delivery must be completed not later than the dates so specified or extended by Purchaser / Employer.

Progress of Deliveries [LSEP] The contractor shall allow reasonable facilities and free access to his works and records to the inspecting officer; progress officer or such other officer as may be nominated by the Purchaser / Employer for the purpose of ascertaining the progress of the deliveries under the contract.

Extension of Time for Delivery [LSEP] The Purchaser / Employer may extend the timeline for delivery of equipment (at one or more locations) at his own discretion due to the reasons which may be beyond the control of Purchaser / Employer. The price quoted shall remain same even in case of extended delivery timeline.

3.1.11. FAILURE AND TERMINATION

If the contractor fails to deliver the equipment or any instalment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the Purchaser / Employer may without prejudice to his other rights, recover from the Contractor a sum equivalent to 0.5 % value of total LOA / purchase order (contract value) per week subject to maximum of 10% as liquidated damages, and thereafter shall reserve, **without limiting its other rights, to terminate the Contract at the risk and cost of the Contractor,** including encashment of PBG.

3.1.12. CONSEQUENCES OF REJECTION

If on inspection of the equipment at site, are found to be not matching the requirement of Purchaser / Employer as mentioned in the tender document and are being rejected by the Inspecting Officer/team of CSML or its representatives, the Contractor would be required to make satisfactory supplies of brand new and unused equipment meeting the requirement as mentioned in the tender document within the stipulated period of delivery.

[LSEP] **Removal of rejected consignment**

- i) On rejection of any consignment unit of product submitted for inspection at a place other than the premises of the Contractor, such consignment shall be removed by the Contractor at his own cost subject as herein after stipulated, within 10 days of the date of intimation of such rejection.
- ii) All rejected equipment shall in any event and circumstances remain and always are at the risk of the Contractor immediately on such rejection. If such equipment are not removed by the Contractor within the periods aforementioned, the Inspecting Officer/CSML representatives or its authorized personnel may remove the rejected equipment. The Purchaser / Employer shall, in addition, be entitled to recover from the Contractor the handling and storage charges on the rejected equipment after the expiry of the time-limit mentioned above.

3.1.13. FORCE MAJEURE

In the event of any unforeseen event during the currency of the Contract, such as earthquake, war, fires, floods, or acts of God, as a result of which, either party (Purchaser / Employer/contractor) is prevented, or hindered in performing any of its obligations under the contract, then it shall within a week from the commencement thereof, notify the same in writing to the other party with reasonable evidence thereof. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, the either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

3.1.14. PACKING AND MARKING

Packing: The Contractor shall pack at his own cost the equipment sufficiently and properly for transit by rail/road, air and/or sea so as to ensure their being free from loss or damage on arrival at their destination locations as specified in the purchase order. He shall decide the packing for the stores by taking into account the fact that the stores will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climatic conditions (Including Monsoons) before being put to actual use. [SEP] Unless otherwise provided in the contract, all containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the Contractor shall be considered as non-returnable and their cost as having been included in the contract price. [SEP] Each packages shall contain a packing note specifying the name and address of the Contractor, the number and date

of the acceptance of tender and the Designation of the Purchase Officer issuing the supply orders, the description of the equipment and the quantity contained therein.

In addition to the marking as specified above, distinguish color marks should be given so as to distinguish the ultimate Consignees in India [SEP]

Before any equipment is dispatched from manufacturer's works it shall be properly prepared and packed and the Supplier shall give the Purchaser at least fourteen days notice that these preparations are to commence. Prior to dispatch all equipment shall be adequately protected by painting or by other approved means for the whole period of transit, storage against corrosion incidental damage, including the effects of vermin, sunlight, rain, high temperatures and humid atmospheres. The Supplier shall be responsible for the equipment being so packed and/ or protected as ensure that it reaches the Site intact and undamaged. The equipment shall be suitable for storage including possible delays in transit. The Supplier shall be deemed to have included in the price schedule for all materials and packing cases necessary for the safe package conveyance and delivery of the equipment. The flanges, valves and fitting shall be protected by wooden discs attached by means of service bolts (which shall not be used at Site) or by other approved means. The sleeves, flanges of flexible couplings shall be bundled by wire. Cases containing rubber rings, bolts and other small items shall not normally weigh more than 50 kg. gross per case. All spare parts shall be packed for long storage under the climate conditions prevailing at the Site. Each spare part shall be clearly marked or labeled on the outside of its packing with its description, number and purpose and when more than one spare is packed in a single case or other container, a general description of its contents shall be shown on the outside of such case or container and a detail list shall be enclosed. All cases, containers and other packages shall be marked and numbered in approved manner for the purpose of identification. All cases, containers or other packages are liable to be opened for such examination as the Purchaser may require and packing shall be designed to facilitate opening and repacking thereafter. All items shall be clearly marked for identification against the packing list. Every crate or package shall contain a packing list in a water proof envelope and a duplicate copy of the packing list shall be sent by the post to the Purchaser at site. All crates, packages, etc shall be clearly marked with a water proof material to show the weight and where the slinks should be attached, and shall also have and an indelible identification mark relating them to the packing list.

Marking: The marking of all goods supplied shall comply with the requirement of the Indian Acts relating to merchandise marks or any amendment thereof and the rules made there under. The following marking of the material is required: - [SEP] The following particulars should be stenciled with indelible paint on all the materials/packages:

- a. Contract No.

- b. Purchaser / Employer Name & logo.

3.1.15. PAYMENT TERMS

The Contractor shall be paid as per terms mentioned in this clause, subject to recoveries, penalties, Liquidated Damages and other such recoveries as applicable under this Contract –

- (i) Mechanized Vacuum Suction Sweeping Machine

• **90 % payment after deducting retention money and other statutory recoveries pertaining to (supply, installation and commissioning of sweeping machine) total of Item No. 1 in BOQ, will be released against on supply, installation testing and commissioning of goods / equipment's and upon submission of following documents:**

- a. Invoice in duplicate.
- b. Insurance Copy (transit plus storage).
- c. Packing list.
- d. Certificate from purchaser/ consignee indicating successful Installation, testing, commissioning as indicated in purchase order.

• **10 % of the Balance amount after deducting retention and statutory recoveries will be released after completion of 1st year operation and maintenance as per RFP requirements.**

I. For Operation & Maintenance of Mechanized Vacuum Suction Sweeping machines with accessories including repair & replacement & for its operation for cleaning by deploying desired manpower including operator cum driver for the machine who shall possess valid license for driving vehicles.

1. Bills for Operation & Maintenance Contract shall be raised proportionately on a monthly basis and shall be submitted to CSML for payment by enclosing the periodical report obtained from the respective Division / Zone. Payment shall be made in Indian Rupees on monthly basis within thirty (30) days of receipt of Bills & receipt of satisfactory performance certificate.

- i) No advance payment shall be made.
- ii) The Bidder's request(s) for payment shall be made to the AUTHORITY in writing, accompanied by an invoice describing, as appropriate, services completed. The invoice should be submitted and upon fulfilment of other obligations stipulated in the contract.

- iii) Payment shall be released as per Payment milestones after ensuring satisfactory delivery, Inspection of all material at AUTHORITY's premises and other respective offices
- iv) Payments shall be made promptly by the AUTHORITY within thirty (30) days after submission of the invoice or claim by the Bidder, only after quality inspection and verification by the AUTHORITY's Official of the conformity of the Goods/Products/Services/Solutions supplied as per the agreed specifications.
- v) Payment shall be made in Indian Rupees by RTGS / NEFT on Bank in the name of bidder.
- vi) All remittance charges shall be borne by the Successful Bidder.
- vii) In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
- viii) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective milestones.
- ix) Taxes, as applicable, shall be deducted / paid, as per the prevalent rules and regulations
- x) It is the responsibility of the bidders to quote for and provide all the products / equipment / goods for meeting all the requirements of the RFP. In case during evaluation, it is found that certain products / equipment / goods which is critical for meeting the requirement of this RFP and has not been quoted as part of Bill of material (BoM), the bid can be rejected as non-responsive. Additionally, if after the award of contract, it is felt that additional products / equipment / goods are required for meeting the RFP requirement and the same has not been quoted by the Successful Bidder, the Successful Bidder shall provide all such additional products / equipment / goods at no additional cost to AUTHORITY.

PAYMENT PROCEDURE: Payment will be made by CSML in (INR) Indian Rupees against the documents as mentioned in [clause 15.1](#)

RETENTION MONEY:

- (i) A retention amounting to **10 % (ten percent)** of the gross amount of each bill will be deducted at the time of certifying interim payment, for the due execution and completion of the work including operation & maintenance under Contract. This retention amount is liable to be forfeited,

partly or wholly, if the Contractor fails to carry out the assignment or to keep up the desired rate of progress as per Contract.

ii) The retention amount will be released on the successful completion of the work including Operation and maintenance as certified by the competent authority.

3.1.16. CONSIGNEE'S RIGHT OF REJECTION

Notwithstanding any approval which the Inspecting Officer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser / Employer, to reject the stores or any part, portion of consignment thereof within 45 days after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion of consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever. **In case of any rejection of goods or defects found after payment of the respective supplies, the next payment to the Agency shall be adjusted against such payments made in previous bill. In case of the remaining due amount is not sufficient enough to recover the previous payment, the Authority reserves the right to invoke Performance Bank Guarantee in part or full for recovery of the said amount. In case of partial revocation of PBG, the Agency shall be responsible to restore the PBG to its full amount within the time limit as specified by the authority.**

3.1.17. RESPONSIBILITY FOR COMPLETENESS

Any fittings or accessories which may not be specifically mentioned in the specifications, but which are useful or necessary are to be provided by the Contractor / Supplier without extra charge, and the equipment must meet the operational requirement if any at the place of delivery.

The assigned scope of work shall be performed as specified in the Purchase order / LOA/ Contract

All the charges incurred towards man-powers, materials, transportation, making the equipment etc. at the place of delivery shall be borne by the successful bidder.

3.1.18. INDEMNITY

The prices stated are to include all rights (if any) of patent, registered design or trade mark and the Bidder shall at all times indemnify the Purchaser / Employer against all claims which may be made in respect of the equipment for infringement of any right protected by patent, registration

of designs or trade mark; provided always that in the event of any claim in respect of alleged breach of a patent, registered designs or trade mark being made against Purchaser / Employer, the Purchaser / Employer shall notify the bidder of the same and the bidder shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

The bidder shall return all such property and shall be responsible for the full value thereof to be accessed by the Purchaser / Employer whose decision shall be final and binding on the bidder. The bidder shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the bidder, his servants, workmen or agents.

3.1.19. CORRUPT PRACTICES

The Bidder shall not offer or give or agree to give to any person in the employment of the Purchaser / Employer or working under the orders of the Purchaser / Employer any gift or consideration of any kind as an inducement or reward of doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Purchaser / Employer or Government for showing any favor or for bearing to show disfavor to any person in relation to the contract or to any other contract with the Purchaser / Employer or Government. Any breach of the aforesaid condition by the Contractor, or any one employed by him or acting on his behalf, under Chapter IX of the Indian Penal code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle the Purchaser / Employer to cancel the contract and all or any other contracts with the Bidder and to recover from the bidder the amount of any loss arising from such cancellation in accordance with the provision of **clause 11** above.

3.1.20. INSOLVENCY AND BREACH OF CONTRACT

The Purchaser / Employer may at any time, issue notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events, that is to say:

- a) If the Contractor being an individual or a firm:- Any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- b) If the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the debenture holders is appointed, or

circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or

- c) If the contractor commits any breach of the contract not herein specifically provided for.
- d) Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser / Employer and provided also the Contractor shall be liable to pay to the Purchaser / Employer any extra expenditure he is thereby put to and the Contractor shall, under no circumstances, be entitled to any gain on re purchase.

3.1.21. LAWS GOVERNING THE CONTRACT

This contract shall be governed by the Laws of India for the time being in force.

Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the panel in India from where the acceptance of tender has been issued.

3.1.22. ARBITRATION

In case of any disputes arising between the Purchaser / Employer and the bidder, the matter will be referred to the Arbitrator solely appointed by MD, CSML. All the decisions made by the Arbitrator shall be final and binding to both the parties.

Cost of Arbitration: The cost of arbitration shall be borne by the respective parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Employer from time to time.

Jurisdiction of Courts: Where recourse to a Court is to be made in respect of any matter, the Employer and the Contractor agree to the sole jurisdiction of courts in Kochi.

Suspension of Work on Account Of Arbitration: There should be no impact on the ongoing supply, requirement of equipment purchased in case the matter is referred to Arbitration.

3.2. PROJECT IMPLEMENTATION SCHEDULE, DELIVERABLES

The project milestone for deliverables to the satisfaction of AUTHORITY is as follows:

T = Signing of Contract

Sl. No.	Key Deliverables	Timelines
1	Supply, delivery, installation and testing of 50% quantity (as per BOQ) of <u>Mechanized Vacuum Suction Sweeping machines</u> (including connected accessories)	T + 2 months
2	Supply, delivery, installation and testing of balance 50% quantity (as per BOQ) of <u>Mechanized Vacuum Suction Sweeping machines</u> (including connected accessories)	T + 3 months
3	Commissioning, trial run (1 month) of <u>Mechanized Vacuum Suction Sweeping machines</u> (including connected accessories) (G- Go live / Commercial Operation Date (COD))	T + 4 months (G- Go live)
4	O & M period / Warranty period 36 months after completion of Supply, delivery, installation, testing Commissioning and trial run of goods (including connected accessories) under the project ie. After (G- Go live / Commercial Operation Date (COD))	G + 36 Months

3.3. CONFIDENTIAL INFORMATION

- a) AUTHORITY and the Successful Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Successful Bidder shall not use the documents, data, and other information received from AUTHORITY for any purpose other than the services required for the performance of the Contract.

3.4. CHANGE IN LAWS AND REGULATIONS

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Successful Bidder has thereby been affected in the performance of any of its obligations under the Contract.

3.5. FORCE MAJEURE

- a) The Successful Bidder shall not be liable for termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, Force Majeure means an event or situation beyond the control of the Successful Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Successful Bidder. Such events may include, but not be limited to, acts of AUTHORITY in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the Successful Bidder shall promptly notify AUTHORITY in writing of such condition and the cause thereof. Unless otherwise directed by AUTHORITY in writing, the Successful Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

3.6. SETTLEMENT OF DISPUTES

1. Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GCC 3.6 (2) shall become applicable.
2. **Arbitration:**
 - a) In the case of dispute arising, upon or in relation to, or in connection with the contract between AUTHORITY and the Successful Bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the AUTHORITY and the Successful Bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be

appointed by the Managing Director, CSML. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

- b) Arbitration proceedings shall be held in Kochi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- c) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by AUTHORITY and the Successful Bidder. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

3.7. EXTENSIONS OF TIME

If at any time during performance of the Contract, the Successful Bidder should encounter conditions impeding timely delivery of the Services, the Successful Bidder shall promptly notify AUTHORITY in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Successful Bidder notice, AUTHORITY shall evaluate the situation and may at its discretion extend the Successful Bidder time for performance in writing.

Delay by the Successful Bidder in the performance of its Delivery and Completion obligations shall render the Bidder liable for disqualification for any further bids in AUTHORITY, unless an extension of time is agreed mutually.

3.8. TERMINATION

1. AUTHORITY may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (1) through (11) of this GCC Clause 3.8. In such an occurrence, AUTHORITY shall give a not less than 30 days' written notice of termination to the Successful Bidder.
2. If the Successful Bidder does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as AUTHORITY may have subsequently approved in writing.
3. If the Successful Bidder becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.

4. If, in the judgment of AUTHORITY has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
5. If, as the result of Force Majeure, the Successful Bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
6. If the Successful Bidder submits to the AUTHORITY a false statement which has a material effect on the rights, obligations or interests of AUTHORITY.
7. If the Successful Bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to AUTHORITY.
8. If the Successful Bidder fails to provide the quality services as envisaged under this Contract, AUTHORITY may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. AUTHORITY may decide to give one chance to the Successful Bidder to improve the quality of the services.
9. If the Successful Bidder fails to comply with any final decision reached as a result of arbitration proceedings.
10. If AUTHORITY, in its sole discretion and for any reason whatsoever, decides to terminate his Contract.
11. In the event AUTHORITY terminates the Contract in whole or in part, pursuant to GCC Clause 3.8, AUTHORITY may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Successful Bidder shall be liable to AUTHORITY for any additional costs for such similar services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.

3.9. PAYMENT UPON TERMINATION

Upon termination of this Contract pursuant to GCC Clauses 3.8, the AUTHORITY shall make the following payments to the Successful Bidder:

- a) If the Contract is terminated pursuant to GCC Clause 3.8 (10), remuneration for Services satisfactorily performed prior to the effective date of termination.
- b) If the agreement is terminated pursuant of GCC Clause 3.8 (1) to (3), (4), (5), (6), (7), (8) and (9). The Successful Bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the AUTHORITY may consider making a payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part

is of economic utility to the AUTHORITY. Applicable under such circumstances, upon termination, the AUTHORITY may also impose liquidated damages. The Successful Bidder will be required to pay any such liquidated damages to AUTHORITY within 30 days of termination date.

3.10. ASSIGNMENT

If Successful Bidder fails to render services in stipulated timeframe and as per schedule, AUTHORITY, at its discretion and without any prior notice to Successful Bidder, may discontinue or minimize scope of work or procure/board any other similar agency to render similar services to complete project in stipulated timeframe.

3.11. DELIVERY

Equipment /Product to be delivered to Kochi Municipal Corporation and delivery address will be given along with Purchase order / LOA.

Equipment /Product to be delivered within **delivery period as indicated under [Clause 3.2 GCC](#)** after placing the order, however if CSML request to deliver on multiple deliveries, bidder need to adhere to the plan advised by CSML.

3.12. OTHER CONDITIONS

The Successful Bidder should comply with all applicable laws and rules of Government of India / Government of Kerala/ULB.

Support Executive/Supervisor deployed by the Successful Bidder shall not have right to demand for any type of permanent employment with AUTHORITY or its allied Offices.

Managing Director, CSML reserves the right to withdraw / relax any of the terms and condition mentioned in the RFP, so as to overcome the problem encountered at a later stage for the smooth and timely execution of the project.

3.13. RISK PURCHASE

In case the Successful Bidder fails to deliver the project due to inadvertence, error, collusion, incompetency, termination, misconstruction or illicit withdrawal, the MANAGING DIRECTOR, CSML reserves the right to procure the same or similar services from the alternate sources at risk, cost and responsibility of the Successful Bidder.

3.14. RATES

3.14.1

The rates quoted by the Contractor are deemed to be inclusive of site clearance, setting out work, profile, setting lay out on ground, establishment of reference bench mark(s), installing various signage, taking spot levels, survey with total station, construction of all safety and protection devices, compulsory use of helmet and safety shoes, and other appropriate safety gadgets by workers, imparting continuous training for all the workers, barriers, preparatory works, construction of clean, hygienic and well ventilated workers housings in sufficient numbers as per drawing supplied by Engineer in charge, working during monsoon or odd season, working beyond normal hours, working at all depths, height, lead, lift, levels and location etc. and any other unforeseen but essential incidental works required to complete this work. Nothing extra shall be payable on this account and no extension of time for completion of work shall be granted on these accounts.

3.14.2

The rates quoted by the tenderer, shall be firm and inclusive of all taxes and levies as applicable (including GST and construction workers welfare cess)

3.14.3

No foreign exchange shall be made available by the Owner for importing (purchase) of equipment, plants, machinery, materials of any kind or any other items required to be carried out during execution of the work. No delay and no claim of any kind shall be entertained from the Contractor, on account of variation in the foreign exchange rate.

3.14.4

All ancillary and incidental facilities required for execution of work like labour camp, stores, fabrication yard, offices for Contractor, watch and ward, temporary ramp required to be made for working at the basement level, temporary structure for plants and machineries, water storage tanks, installation and consumption charges of temporary electricity, telephone, water etc. required for execution of the work, liaison and pursuing for obtaining various No Objection Certificates, completion certificates from local bodies etc., protection works, testing facilities/Laboratory at site of work, facilities for all field tests and for taking samples etc. during execution or any other activity which is necessary (for execution of work and as directed by Engineer-in- Charge), shall be deemed to be included in rates quoted by the Contractor, for various items in the schedule of quantities. Nothing extra shall be payable on these accounts. Before start of the work, the Contractor shall submit to the Engineer-in-Charge, a site/construction yard layout, specifying areas for construction, site office, positioning of machinery, material yard, cement and other storage, steel fabrication yard, site Laboratory, water tank, etc.

3.14.5

For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, notwithstanding the fact that the Contractor may have to pay extra amounts for any reason, to the Labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.

3.14.6

All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.

3.14.7

Rate shall include of Liaison work required, if any, in this regard with the local bodies. Nothing extra shall be payable on this account. Statutory charges, fees etc. required to be paid to the local bodies in this connection shall only be payable by the Owner or shall be reimbursable to the contractor on production of proof of actual payment made by him.

3.14.8

It is clarified that the contractor shall be responsible for obtaining all the no objection certificate (NOCs) and relevant licenses for services like lift installation, electrical installation, fire installation and like. Nothing extra shall be payable on this account.

3.15. REJECTED WORK

The Engineer-in-Charge or Owner shall be authorized to reject any Work, which in their/his opinion is not in conformity to the specifications set out in the Contract Documents. The decision of the Engineer-in-Charge or in this regard shall be final and binding on the Contractor.

Defective Work whether caused due to poor workmanship, use of sub-standard materials, or on account of damage or for any other reason whatsoever, whether caused by the Contractor and/or the Sub-Contractor may be rejected by the Engineer-in-Charge or Owner and shall be demolished by the Contractor and removed promptly from the site and replaced or re-executed expeditiously by the Contractor at his own cost. INKEL Ltd shall in no event be responsible to bear any costs/liability arising on account of such defective workmanship.

If in the opinion of the Engineer-in-Charge or Owner, it is not expedient nor feasible to correct the defective Work, the Owner shall be entitled to deduct from monies due to the Contractor, the

difference in value between the executed Work and that required under the Contract, such amount of which shall be determined by the Engineer-in-Charge in due consultation with the Owner.

3.16. DELAY

In case of delay on the part of the Contractor, the Contractor shall be liable to pay liquidated damages and any other compensation for the damages suffered by the Employer as per clause 8.5. This is without prejudice to the right of the Employer to rescind the Contract.

Failure or delay by the Employer or the Engineer, to hand over to the Contractor the Site necessary for execution of Works, or any part of the Works, or to give necessary notice to commence the Works, or to provide necessary Drawings or instructions or clarifications or to supply any material, plant or machinery, which under the Contract, is the responsibility of the Employer, shall in no way affect or vitiate the Contract or alter the character thereof; or entitle the Contractor to damages or compensation thereof but in any such case, the Engineer shall extend the time period for the completion of the Contract, as in his opinion is / are reasonable.

3.17. LIQUIDATED DAMAGES FOR DELAY

Time is the essence of the Contract. Appendix to the Form of Tender shall include in respect of the Works and in respect of any Stage, a percentage of the total contract value which will be recoverable from the Contractor as liquidated damages for delay in completion of the Works or in achievement of a stage by a particular Key Date. The total amount of liquidated damages in respect of the Works in all stages shall, however, not exceed the limit of liquidated damages stated in the Appendix to the Form of Tender. The aforesaid liquidated damages do not, however, include the sums payable by the Employer to Designated Contractors on account of delay caused by the Contractor to Designated Contractors which sums shall be recoverable from the Contractor in addition to any liquidated damages payable under this clause, the total ceiling limit of which is 15% of the contract value.

The liquidated damages are recovered by the Employer from the Contractor for delay and not as penalty.

The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any sum due, or to become due, to the Contractor. In the event of an extension of time being granted, the amount due under this Sub-Clause shall be recalculated accordingly, and any over-payment refunded. The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the Works, or from any other of his duties, obligations or responsibilities under the Contract.

The Contractor shall use and continue to use his best endeavours to avoid or reduce further delay to the Works, or any relevant Stages.

At any time after the Employer has become entitled to liquidated damages, the Engineer may give notice to the Contractor, requiring the Contractor to complete the Works within a specified reasonable time. Such action shall not prejudice the Employer's entitlements to recovery of liquidated damages and to terminate.

The decision of the Engineer as to the liquidated damages payable by the Contractor under this Clause shall be final and binding

4. Special Conditions of Contract (SCC)

4. Special Conditions of Contract (SCC)

4.1. SCOPE OF WORK

Scope of work includes, supply, install, testing, trial run and commissioning and carry out defect liability period (DLP) including Operation and Maintenance for 3 years (including associated purchases) including support during defects liability period and guarantee period of the equipment of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein.

Name of work under this tender are **“Supply, Operation and Maintenance of Mechanized Vacuum Suction Sweeping machines”** as listed out in the Bill of Quantities and technical specifications.

The items of supply have to satisfy the technical specifications mentioned for each item.

1. The tenderer be either a manufactures of goods specified or should be an authorized dealer of such manufacturer.
2. The material shall be supplied by the contractor to Kochi Municipal Corporation as per the details indicated in LOA at his own cost.
3. The price quoted by the tenderer includes all cost like transportation, loading, unloading fixing, Installation, testing, trial run and commissioning at the premises / site mentioned in this tender including operation and maintenance for 3 years as detailed in bill of quantities and technical specifications.
4. CSML reserves the right to blacklist a bidder for a suitable period in case of failure to honor their bid without sufficient ground.
5. No sub-contracting is permissible.
6. Samples Upon request from CSML of the Items may be shown to CSML, and got approved before effecting supplies.
7. CSML reserve the right to reject any or all the Tenders in full or part without assigning any reasons and the decision of CSML shall be final and is binding on all Concerned. No appeal against the decision of the CSML shall be entertained.

The incidental services to be provided are as under. The costs shall be included in the contract price:

- (i) On-site assembly, installation, erection and commissioning of the supplied equipment.
- (ii) Furnishing of system design and efficiency characteristics required for development and/or maintenance of the supplied Goods
- (iii) Furnishing of three sets of detailed operations and maintenance manual for each appropriate unit of the supplied goods and equipment.
- (iv) Furnishing the tools required for assembly and/or maintenance of the supplied vehicles.
- (v) On-site training of minimum 10 No's of Purchaser's personnel, in the installation, operation maintenance and repair of supplied goods. Training shall be provided for 1 month prior to completion of O & M contract period.

4.2. WORK PROGRAM

Within 7 days of the acceptance of the tender (receipt of letter of acceptance) the Supplier shall submit to the Purchaser for his approval 3 copies of a detailed programme in the form of a bar chart showing the all activities of manufacture, supply and delivery of the **Street Sweeping machines**.

Details to be shown in the programme shall include such items as preparation and submission of drawings, placing of works orders (Suppliers own sub-supplier's), tests at place of manufacture, deliveries to Site. The programme shall be updated from time to time throughout the Contract period as required by the Purchaser, on the basis of revisions approved by the Purchaser following discussions with the Supplier. The programme shall be consistent with the delivery schedule specified in this bid.

4.3. PROGRESS REPORT

The Supplier shall submit during the first week of each month a progress report in such form that actual progress to the end of the preceding month may be compared with the approved programme.

4.4. WARRANTY / GUARANTEE AND REPLACEMENT

The contractor shall warranty that everything to be furnished under this contract shall be free from defects and faults in. design, materials, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for goods of the type ordered and in full conformity with the contract specifications and samples, if any and shall if operable, operate properly. This warranty shall commence from the date of issue of acceptance certificate of the delivery. It shall be **Three Year** from the date of issue of acceptance certificate of the product. The contractor's liability in respect of any complaints/defect and/or

claims shall be limited to the furnished and installation of replacement parts free of any charge to the extent that such replacement are attributable to or arise from faulty workmanship of materials or design in the manufacture of the equipment, or wear and tear during normal use, provided that the defects are brought to the notice of the contractor within the warranty period. The warranty herein contained shall not apply any material which shall have been repaired or altered by the CSML or on his behalf if anyway without the consent of the contractor so as to affect its strength, performance of reliability or to any defect to any part due to misuse, negligence or accident. All replacement and repairs at the CSML shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor promptly and satisfactorily. If the contractor desires, the replaced products can be taken over by them for disposal as they deem fit within period of one month from the date of replacement. At the expiry of this period, no claim whatsoever shall be on the CSML. The decision of the CSML in regard to contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive.

All the **Street sweeping machines (including connected accessories)** shall be guaranteed for satisfactory usage, free of defects for a continuous period of **3 (Three) years** from the date of receipt of product in good condition at site.

Any defects noticed during this period shall be rectified / replaced free of cost at the concerned location within 1 (one) week from the date of receipt of intimation of defect/failure from the said location.

A written guarantee, guaranteeing the CSML against defects in the materials supplied, either in materials or workmanship should be furnished for a period of **3 (Three) years for Street sweeping machines (including connected accessories)** from the date of receipt of materials at site in good condition.

Any defects or failure occurring within the guarantee period due to faulty design, poor workmanship and bad quality of raw materials used shall be rectified within a week / replaced on free of cost within two (2) weeks on receipt of intimation from authority on such defects or failures. If they are not rectified or replaced within this period, the contractor shall pay the liquidated damages as per the liquidated damages clause in the contract for the delay from the date of receipt of intimation for the defects or failures. A Guarantee certificate in the above form shall be submitted along with the initial bill of the supplied items. Any expenditure incurred in the transportation of **Street sweeping machines (including connected accessories)** for rectification or replacement will be to the suppliers account.

4.5. SUPPLY OF MATERIALS AND SPECIFICATIONS

All the materials to be supplied and used for execution of work /assignment shall be to the technical specification mentioned in the contract. Supply of all the ordered **Street sweeping machines (including connected accessories)** shall be completed within the time schedule specified in the purchase order/ LOA. The entire quantity of the quality **Street sweeping machines (including connected accessories)** shall be delivered and installed (if required) at the designated locations in Kochi in good condition. The Transit / Freight Charges, Insurance, all the Taxes including GST, Loading and Unloading charges and all other incidental charges for the supply and delivery of the ordered goods in good condition to the designated locations shall be borne by the Contractor at his own risk and cost. In case of the Contractor from the states other than Kerala, it shall be their responsibility to get necessary interstate permit for the delivery of the ordered goods in time. The working models should be commissioned in the presence of receiving officials.

4.6. INSPECTIONS & TESTING AT MANUFACTURERS PREMISES

Contractor should enable CSML to inspect the materials being supplied by him before they are supplied /delivered upon request from CSML. Wherever standards mentioned as ISI, the same means as BIS (Bureau of Indian Standards) as applicable for such material/ work.

After mounting and assembly of Mechanized Vacuum Suction Sweeping machines and other required equipment's at the manufacturer's place and after ensuring that all equipment's are ready for inspection, the Purchaser / Employer shall be informed for Inspection and Testing of the equipment's. The successful supplier shall arrange to supply one set of complete packages at the manufacturing site in conformity to specifications for ensuring the quality for the entire supply. The Purchaser / a committee comprising of officials from the concerned department / purchaser appointed inspection agency will inspect and certify the quality of specified equipment's as per relevant latest Indian/International Standards and mutually agreed quality assurance plan. The Supplier shall be responsible to obtain permission and provide all facilities to carry out such testing as required and obtain all required permission for successful inspection and testing.

A mutually agreed quality assurance plan will be developed which provides for inspection and certification by the inspection agency at specified times during/after the manufacture, fabrication and assembly of such items.

Inspecting authorities shall certify each of the supply for adherence to the specified standards which is mandatory for payment.

The Supplier shall at his own or manufacturers cost at manufacturers premises provide the necessary gauges/instruments, supply and prepare for all tests and supply all labour and

apparatus for testing which may be necessary for carrying out the tests as required for the equipments specified.

The Purchaser reserves the right to reject any Equipment for lack of independent testing. A certificate shall be produced by the Supplier at time of carrying out every test showing the readings obtained, all calculations and full details of the calibration certification referred to. No item required to be tested shall be forwarded to the delivery site, until its test certificate has been approved in writing by the Purchaser. Six copies of the works test / inspection certificates shall be submitted.

If the workmanship found defective or performance is not as per specified conditions, the Supplier shall take immediate steps to rectify the deficiency to the required standards and offered for re-testing.

4.7. INSURANCE

The delivery of the Mechanized Vacuum Suction Sweeping machines (including connected accessories) in fully packed and labeled condition as per the statutory norms and the specifications given in the Tender Document to the designated destinations on time shall be the responsibility of the Contractor. The transit loss/theft/pilferage/damage of the goods under any circumstances shall be the liability of the Contractor. Insurance and transit insurance of the goods shall be the liability of the Contractor.

4.8. PACKING AND LABELING

The packing shall conform to relevant packing standards. The contractor should however, ensure that the materials reach their destination without damage/loss during transit by Rail or Road and subsequent storage. Each item shall be packed in a box of appropriate size to avoid damage/breakage. Appropriate quantity of item shall be packed in a corrugated box with sufficient buffer to avoid any damage during transit. Each corrugated box shall be labeled and the label shall contain the following: NOT FOR SALE, Handle with care, **Supply of Street sweeping machines (including connected accessories)** by the CSML, Contractor's company code No., Quantity, Serial Number, Date, Month and Year of manufacturing.

4.9. REGISTRATION, COMPREHENSIVE INSURANCES & ROAD TAXES

The Supplier immediately after delivery of **Mechanized Vacuum Suction Sweeping machines** shall arrange for permanent registration in the name of CSML with R.T.O Kochi at Supplier's own cost including comprehensive insurance and Road Taxes complete for initial one year period with fitness certificate. **Subsequently, for 2nd and 3rd year Supplier shall arrange and ensure the**

renewal of comprehensive insurance, Road Taxes and fitness certificates at suppliers own cost. Cost for the same shall deemed to be included in the quoted rates for Operation & maintenance for the second & third year. All penalties arising for delay in renewal of insurance as well as fitness certificate will be the sole responsibility of the Supplier.

The Supplier is responsible for the transportation of Truck to assembling unit (for mounting Mechanized Vacuum Suction Sweeping machines) including all charges, transit insurances, taxes etc. complete. The Suppliers has to ensure that the temporary registration of Mechanized Vacuum Suction Sweeping machines is renewed before expiry with the concerned R.T.O until permanent Registration is obtained. The supplier shall include all these costs in the relevant items in the price schedule.

4.10. SPECIAL TRAFFIC PRECAUTIONS DURING OPERATION & MAINTENANCE

Supplier attention is specially drawn to the requirements by the traffic police and road authorities and specification regarding traffic control and access. It is necessary for the supplier to obtain permission from traffic Inspector of Police. Necessary support letter will be issued by CSML, prior to taking up any stretch of road which may require for traffic diversion or blocking of the route. It is necessary to carry out the work in such a manner as to cause minimum interference with the public use of roads, footpaths and other thoroughfares.

4.11. DESIGN

Offered equipment shall be of reputed make and proven design. The Supplier shall design the equipment to the Purchaser's requirement and in accordance with the requirement detailed below. The design shall be in accordance with the best modern practice and shall facilitate inspection, cleaning and lubrication and repair to ensure satisfactory operation under all service conditions. The equipment or any part thereof may be of the Supplier's standard design provided that such design is generally in accordance with the specification. The Suppliers design calculations, if called for, shall be submitted to the Purchaser. Approval by the Purchaser of the Supplier's design or drawings shall not relieve the Supplier of any of his obligations or liabilities under this contract.

4.12. DRAWINGS - GENERAL

All drawings provided by the Supplier shall be of size A1 within a border of 810 mm x 560 mm in the form of black lines in a white background and shall show the following particulars in addition to the Supplier's Name, Date, Scale, Number and Title:

CSML

Contract No:

4.13. PRELIMINARY DRAWINGS

The Supplier shall submit 3 (THREE) prints of preliminary drawings showing the layout and dimension of the Equipments, detail of loads to be carried and all other necessary details to the Purchaser.

4.14. DETAILED DRAWINGS

The Supplier shall submit to the Purchaser 3 (THREE) prints of all working drawings and such general and detailed drawings as the Purchaser may require from time to time. These shall include details of Equipments etc. These drawings (together with any of the said Preliminary Drawings which may be necessary), having been corrected or amended as necessary to the Purchaser's approval, shall become the Approved Drawings to be used for manufacturing of the Equipment. Any other drawing as required by the Purchaser shall be submitted by the Supplier.

Unless specific instructions are given by the Purchaser in writing, no drawings other than Approved Drawings shall be used for the manufacture of the Equipment.

4.15. RECORD DRAWINGS

Drawings shall show whole of the Equipments as assembled. Further these shall also show all major sub-assemblies.

4.16. INSTRUCTION MANUALS

The Supplier shall provide 3 bounded sets of approved Instruction Manuals. All descriptive leaflets, instruction sheets, charts, lists, pamphlets and other documents that are used in compiling each manual shall be contained in one or more binders designed to prevent loss of contents. Each bounded copy shall be titled with the name of the Purchaser, the name of the Equipment, the Contract number, the name of the Supplier and with information to identify the subject matter and shall include a detailed index to all literature contained therein. The instruction Manuals shall be approved in draft form initially by the Purchaser. The Instruction Manuals shall comprise both operating instructions and maintenance instructions.

A separate section of the manuals shall be devoted to each type of equipment. It shall contain a detailed description of its construction and operation and shall include all relevant pamphlets and lists of parts with procedure for ordering spares. The detailed sections of the

manual, if necessary, shall contain further maintenance instructions and fault location and diagnosis charts. The manuals shall be printed on A4 size sheets and bound in twin lock binders. Reduced size of Record Drawings shall be included in the Manuals.

The operating instruction shall include the following:

- a) Step by step direction on setting the equipment to work listing all adjustments and setting necessary for the correct functioning of the equipment.
- b) Instructions on monitoring of equipment performance and sample log sheets for each item of equipment, to be completed by operators on a routine basis.
- c) “Do’s and Don’ts” in equipment operations, operators’ attention shall be drawn to all operations considered to be dangerous to operators or likely to cause damage to the equipment.

The maintenance instructions shall include the following:

- a) Checking; testing and replacement procedures to be carried out on all mechanical and electrical items on a daily, weekly and monthly basis or at longer intervals to ensure trouble free operation.
- b) Fault locations and remedy charts to facilitate tracing the cause of malfunction or breakdown and correcting faults.
- c) Complete list of recommended lubricants lubrication charts.
- d) A ‘spares schedule’ which shall consist of a complete list of itemized spares for all equipment with ordering references and part numbers.
- e) Full instruction to cover the complete dismantling and re-assembly of all items of the equipment supplied.
- f) Part-list and drawings or exploded diagrams for each item of equipment.

4.17. WARRANTY

The Supplier shall ensure for the **Street Sweeping machines and allied accessories**, a warranty of minimum 3 years from the date of acceptance of the equipment by the purchaser.

The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

- a. Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC; During warranty, the supplier shall carry out the calibration of various components of Mechanized Vacuum Suction Sweeping machines including its accessories without extra cost once in 6 months.

OR

- b. Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be Rs.1000/day.

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months.

For purposes of the Warranty, the place(s) of final destination(s) shall be: Kochi Municipal Corporation area as specified in Schedule of Requirements.

4.18. GUARANTEE

The Supplier's guarantee both in respect of performance; output and efficiency shall be binding under the Contract. The fulfillment of these guarantees will be verified during the Tests on Supplier's premises in India.

If during operation, the functional performance output of any piece of equipment or component thereof does not prove to be of the specified capacity/rating, the Supplier shall replace the unit of component with another of at least the same performance and quality at no cost to the Purchaser.

4.19. SPARE PARTS

The Supplier shall procure at his own cost, required spare parts to be included in operation and maintenance costs for satisfactory maintenance of equipment for **Street Sweeping machines** without scope for penalty as per applicable clauses for Breakdown of **Street Sweeping machines**.

In the event of breakdown and delay for more than the period specified, due to the replacement or repairs of spares, penalty will be levied on the Supplier as specified and approved.

4.20. TOOLS

A complete set of necessary standard and special tools shall be supplied by the Supplier to enable assembly or dismantling to be carried out on any part of the equipments supplied, whether of an electrical, mechanical or other nature, during the life of the equipment and shall be listed by the Suppliers in the General schedule.

The tools supplied shall include clamps, wrenches, lifting lugs, grease-guns and any other special tools which may be required during the life of equipment.

4.21. SAFETY

Suppliers shall be solely responsible for safety of men, materials and equipments during the performance of all operation and maintenance Works. Supplier shall take satisfactory precautions to protect the road segments and appurtenances from damage that might be inflicted upon them by the use of cleaning equipment. Any damage inflicted upon road segment or other public or private property as a result of the Supplier's sweeping operations, regardless of the cleaning method used and regardless of any other circumstance which may contribute to the damage, shall be repaired by the Supplier at his sole expense without any obligation to authority.

Supplier shall not enter into any segment where hazardous conditions may exist until such time as the source of those conditions is identified and eliminated by Suppliers and/or Purchaser. Supplier shall perform all work in accordance with the latest confined space entry regulations. Supplier shall coordinate his work with local fire, police and emergency rescue units. Precautions shall be taken by Supplier to ensure that the equipment operation does not result in damage to public or private property being served by the equipment.

The Supplier shall comply with all the precautions as required for the safety of the workmen by the I.L.O convention No.62.as far as they are applicable to the contract.

When worker are employed for operations, the supplier shall ensure to provide warning signals or boards to prevent accident to public.

4.22. SUBMITTALS

Submittals shall be made by the Suppliers in accordance with the procedures set forth by the In-charge Engineer, and as described below.

1. The Supplier shall submit monthly work report with details of cleaned road stretch, location details and all other details as required by the Engineer In-charge.

2. The Suppliers shall submit a Disposal Plan for preview and acceptance by the Purchaser prior to performing operation and maintenance work. The Suppliers may change his Disposal Plan only by written notice to the Purchaser.
 - a. The Suppliers shall insure that all permits related to his disposal operations have been obtained, and the Suppliers shall comply with all requirements of those permits. The Suppliers shall show evidence that all required permits have been obtained for all disposal sites by submitting a copy of all such permits to the Owner as part of the Supplier's Disposal Plan.
 - b. Copies of records of all disposals of solids or semisolids resulting from cleaning operations in accordance Legal Relations and Responsibility to the Public.

4.23. INCOME / CORPORATE TAXES IN INDIA

- (a) The Supplier shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the supplier shall include all such taxes in the contract price.
- (b) Wherever the laws and regulations require deduction of such taxes at the source of payment, the Purchaser shall effect such deductions from the payment due to the supplier. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Purchaser as per the laws and regulations in force. Nothing in the Contract shall relieve the Supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the Supplier in respect of this contract.
- (c) The Supplier's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Supplier shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

Annexures

Annexure 1 - Guidelines for Pre-Qualification proposal (part of Technical proposal)

Annexure 1.1 - Check-list for the documents to be included in the Pre-Qualification Proposal

Sl. No.	List of Documents	File Name	Submitted (Y / N)	Description
1.	Furnish Proof of Tender Fee and EMD submitted			Reference No: Date
2.	Furnish Bid Covering Letter As per format provided at Annexure 2.2			Reference No: Date of Letter:
3.	Furnish Bidders' Particulars As per format provided at Annexure 1.2			Name of Bidder(s):
4.	Furnish Power of Attorney (PoA) in favour of Authorized signatory As per format provided at Annexure 6			Date of PoA: Name of Authorize Person:
5.	Furnish Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013 or corresponding Act in abroad. Copy of Certificate demonstrating bidder have been in operation for at least 3 years as on date of submission of the bid			Registration Number: Date of Incorporation:
6.	Furnish Copy of Certificates from the Statutory Auditor for the last 3 (Three) financial years 2014-15, 2015-16 and 2016-17, in order to fulfill following eligibility			Year-wise details of turnover, balance sheet, financial statement, , certified by Chartered

Sl. No.	List of Documents	File Name	Submitted (Y / N)	Description
	<p>criteria</p> <p>The Sole Bidder (Manufacturer / Authorized dealer) or the JV (Joint Venture) / consortium members altogether should have average annual Turnover of Rs 1,36,80,000 for last 3 audited financial years (2016-17, 2017-18 & 2018-19) ending March 2017 from sale of street sweeping machines.</p> <p>Also, in case of JV (Joint Venture) / consortium should satisfy the following:</p> <p>(i)</p> <p>(ii)</p> <p>during last 3 audited financial years (2016-17, 2017-18 & 2018-19) ending March 2017.</p> <p>Financial capability details to be filled as per the format given as Annexure 1.4</p>			Accountant
7.	<p>Furnish Valid copy of the ISO 9001:2015 or higher certification and</p> <p>Valid copy of the ISO 14001 certification for manufacturing under environmental friendly conditions,</p> <p>Valid Copy (ies) of certificates as substantial evidence to be submitted as proof.</p>			<p>Issuing By:</p> <p>Issuing Date:</p> <p>Validity Date:</p>
8.	<p>Furnish Declaration for not blacklisted by Central / State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt,</p>			<p>Reference No:</p> <p>Date of Letter:</p>

Sl. No.	List of Documents	File Name	Submitted (Y / N)	Description
	<p>fraudulent or any other unethical business practices as on date of submission of the proposal.</p> <p>Undertaking by the authorized signatory as per the format given as Annexure 4</p>			
9.	<p>Furnish Copy of Work Order / Purchase order, Copy of agreement, Copy of client acceptance letter, Copy of Goods Receipt endorsed by client, Copy of completion certificate in order to fulfill following eligibility criteria</p> <p>(a) The Sole Bidder (Manufacturer / Authorized dealer) or Lead Member or any member of its consortium should have successfully supplied, installed and commissioned, LMV / Frame Mounted Mechanized Street sweeping machines of worth-</p> <p style="padding-left: 40px;">(1) INR 126 lakh in single order OR (2) Two orders each of INR 78.78 Lakh OR (3) Three orders each of INR 63.02 Lakh</p> <p>to any PSU / Government Institution / / Urban Local Bodies / government offices in last 7 (Seven) years starting from 01 August 2012 to 31st July 2019</p> <p>(b) Also, the Sole Bidder (Manufacturer / Authorized dealer) or Lead Member or any member of its consortium should have at</p>			<p>Issuing By:</p> <p>Issuing Date:</p>

Sl. No.	List of Documents	File Name	Submitted (Y / N)	Description
	<p>least one year experience of operation and maintenance (in each work order) of LMV/Frame Mounted Mechanized Street sweeping machines in ULB / city of worth-</p> <p>(1) INR 79.55 lakh in single work order of O & M</p> <p style="text-align: center;">OR</p> <p>(2) Two work orders of O & M of each of INR 49.72 lakh with minimum one year O & M in each work order</p> <p style="text-align: center;">OR</p> <p>(3) Three work orders of O & M of each of INR 39.78 lakh with minimum one year O & M in each work order</p> <p>Notes:-</p> <p>1. Only such works / assignments shall be considered where physical completion of entire work is completed.</p> <p>2. Works / assignments carried out by another contractor on behalf of the Bidder on back to back basis will not be considered for satisfaction of Qualification criteria</p> <p>Project citation details be provided as per the format given as Annexure 1.3</p>			

Sl. No.	List of Documents	File Name	Submitted (Y / N)	Description
10.	<p>Furnish Valid Copy (ies) of PAN Card and <u>GSTIN</u> Registration certificates in order to fulfill following eligibility criteria</p> <p>Sole Bidder (Manufacturer / Authorized dealer) or Lead Member and all member of its consortium should have <u>GSTIN</u> Registration Certificate and also PAN Card.</p>			<p>Issuing By:</p> <p>Issuing Date:</p>
11.	<p>Sole Bidder (Manufacturer / Authorized dealer) or Lead Member and all member of its consortium should furnish Undertaking as per the format given as Annexure 1.6</p> <p>Undertaking required declaring that, “shall abide by all the conditions set forth and also undertake to take back the rejected defective Goods at our risk & cost replaces the same within the stipulated time”.</p>			<p>Reference No:</p> <p>Date of Letter:</p>
12.	<p>Sole Bidder (Manufacturer / Authorized dealer) or Lead Member and all member of its consortium should furnish Undertaking as per the format given as Annexure 1.7</p> <p>Undertaking required declaring that, “work will be carried out as per the delivery schedule indicated in the RFP”</p>			<p>Reference No:</p> <p>Date of Letter:</p>
13.	<p>In case of authorized dealer, furnish the tender specific authorization letter from their manufacturers, to submit offer against this tender.</p>			<p>Reference No:</p> <p>Date of Letter:</p>

Sl. No.	List of Documents	File Name	Submitted (Y / N)	Description
14.	<p>The Sole Bidder (Manufacturer / Authorized dealer) or Lead Member or any member of its consortium should have Service facility for the Goods to be supplied under this RFP</p> <p>Substantial documentary evidence to be submitted as proof. Also, Undertaking required stating the same.</p>			<p>Reference No:</p> <p>Date of Letter:</p>

Annexure 1.2 - Format to share Bidder's and Bidding Firms Particulars

The Table below provides the format in which general information about the bidder must be furnished.

Sl. No	Information	Details
1.	Name of Bidding firm:	
2.	Address and contact details of Bidding firm:	
3.	Firm Registration Number and Year of Registration	
4.	Web Site Address	
5.	Status of Company (Public Ltd., Pvt. Ltd., etc.)	
6.	Company's GSTIN	
7.	Company's Permanent Account Number (PAN)	
8.	Company's Revenue for the last 3 years (Year wise)	
9.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
10.	Telephone number of contact person:	
11.	Mobile number of contact person:	
12.	Fax number of contact person:	
13.	E-mail address of contact person:	
14.	Bank credentials	

Please submit the relevant proofs for all the details mentioned above along with your Bid response

Authorized Signatory

Name & Seal

Annexure 1.3 - Format to Project Citation

Sl. No	Item	Details	Attachment Ref. Number
1	Name of the Project		
2	Date of Work Order		
3	Client Details		
4	Scope of Work		
5	Contract Value		
6	Completion Date		

Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the Pre-Qualification criteria and technical bid evaluation.

Annexure 1.4 - Financial Capability of the Applicant /Bidder

(Supporting documents to be attached)

Sl. No.	Audited Balance sheet for following Financial Years	Turnover details of Bidder (in INR Lakh.)
1	2014-15	
2	2015-16	
3	2016-17	

Annexure 1.5 - Consortium Agreement

DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

[On Non-judicial stamp paper of Rs 200 duly attested by notary public]

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2018 at [Place] among------(hereinafter referred to as " ") and having office at [Address], India, as Party of the First Part and -----(hereinafter referred as " ") and having office at [Address], as Party of the Second Part and ----- (hereinafter referred as " ") and having office at [Address], as Party of the Third Part.

The parties are individually referred to as Party and collectively as Parties.

WHEREAS CSML, has issued a Request for Proposal dated [Date] (RFP) from the Applicants interested in RFP for "Supply, Operation and Maintenance of Portable Compactor for Secondary Storage & Transportation of Municipal Solid Waste (Second call) under Smart City Mission":

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

AS MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
 - a. Submit a response jointly to Bid for the "RFP "Supply, Operation and Maintenance of Portable Compactor for Secondary Storage & Transportation of Municipal Solid Waste (Second call) under Smart City Mission" as a Consortium.
 - b. Sign Contract in case of award.
 - c. Provide and perform the supplies and services which would be ordered by the Authority pursuant to the Contract.
- ii. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Authority for "RFP for "Supply, Operation and Maintenance of Portable Compactor for Secondary Storage & Transportation of Municipal Solid Waste (Second call) under Smart City Mission" for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.

- iii. The Parties shall be jointly and severally responsible and bound towards the Authority for the performance of the works in accordance with the terms and conditions of the RFP document, and Contract.
- iv. ----- (Name of Party) shall act as Lead Member of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:
 - a. To ensure the technical, commercial and administrative co-ordination of the work package
 - b. To lead the contract negotiations of the work package with the Authority.
 - c. The Lead Member is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
 - d. In case of an award, act as channel of communication between the Authority and the Parties to execute the Contract
- v. Each member of the Consortium agrees to place at the disposal of the Joint Venture, the benefit of all its experience, technical knowledge and skill, and shall in all respects bear its share of responsibility and burden of completing the contract. The parties herein shall be responsible for physical and financial distribution of work as under.

Party A or Lead Partner: Financial responsibility: -----(Minimum 51%)

Profit / loss sharing ratio: -----

Party B : Financial responsibility: -----

Profit / loss sharing ratio: -----

Party C : Financial responsibility: -----

Profit / loss sharing ratio: -----

- vi. All rights, interests, liabilities, obligations, risks, costs, expenses and pecuniary obligations and all net profits or net losses arising out of the Contract shall be shared or borne by the Parties in the above Proportions.
- vii. The members in the proportion as mention in clause-v shall contribute sufficient Initial fixed capital for timely execution of the project including commissioning & operating period as per the contract.
- viii. That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.
- ix. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:
 - Party A:
 - Party B:
 - Party C:

- x. That the broad roles and the responsibilities of each Party at each stage of the project execution shall be as below:
Party A:
Party B:
Party C:
- xi. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
- xii. That this MoU shall be governed in accordance with the laws of India and courts in Kerala shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

(Party of the first part)

(Party of the second part)

(Party of the third part)

Witness:

i.

ii.

Annexure 1.6 – Declaration Form

(To be submitted on the Letterhead of the responding firm)

DECLARATION FORM

Date: dd/mm/yyyy

To

Managing Director

Cochin Smart Mission Limited (CSML)

09th Floor, Revenue Tower, Park Avenue, Kochi - 682 011, India.

Sub : Request for Proposal for " Supply, Operation and Maintenance of Mechanized Street Sweeping Machines under Smart City Mission"

RFP Reference No: XX

Dear Sir,

I / Wehaving the registered office atdeclare that I / We have carefully read all the terms and conditions of Tender floated by the CSML for the above work strictly conforming to the specification as given in the Tender Document and I / We shall abide by all the conditions set forth therein. I / We also undertake to take back the rejected defective Goods at our risk & cost and replace the same within the stipulated time.

Signature of the Tenderer

With Seal

Annexure 1.7 – Undertaking on Delivery Schedule

(To be submitted on the Letterhead of the responding firm)

UNDERTAKING

Sub : Request for Proposal for " Supply, Operation and Maintenance of Mechanized Street Sweeping Machines under Smart City Mission"

RFP Reference No: XX

Dear Sir,

It is certified that I / Wehave offered to carry out the work of "**Supply, Operation and Maintenance of Mechanized Street Sweeping Machines under Smart City Mission**" as per the delivery schedule indicated in the RFP

Signature of the Tenderer

With Seal

Annexure 2. – Guidelines for Technical Proposal

Annexure 2.1 - Checklist for the documents to be included in the Technical Proposal

Sl. No.	List of Documents	Name of File Name	Submitted (Y / N)	Description
1.	Furnish Bid Covering Letter As per format provided at Annexure 2.2			Reference No: Date of Letter:
2.	Project Implementation Approach As per format provided at Annexure 2.3			-
3.	Furnish Copy of Work Order / Purchase order, Copy of agreement, Copy of client acceptance letter, Copy of Goods Receipt endorsed by client, Copy of completion certificate to support that the Sole Bidder or Lead Member or any member of its consortium fulfills eligibility criteria detailed in Section 1.3.13 and Section 1.3.14 pertaining to experience of similar works Project citation details be provided as per the format given as Annexure 1.3			Customer Name: Work Order/ Purchase order / agreement / client acceptance letter / Goods Receipt endorsed by client / completion certificate Number and Date Project Value: Completion Date:
4.	OEM Authorization Form As per format provided at Annexure 2.4			OEM Name: Date:

Annexure 2.2 - Technical Bid Cover Letter

(To be submitted on the Letterhead of the responding firm)

Date: dd/mm/yyyy

To

**Managing Director
Cochin Smart Mission Limited (CSML)
09th Floor, Revenue Tower, Park Avenue, Kochi - 682 011, India.**

Sub: Request for Proposal for " Supply, Operation and Maintenance of Mechanized Street Sweeping Machines under Smart City Mission"

RFP Reference No: XX

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for "**Supply, Operation and Maintenance of Mechanized Street Sweeping Machines under Smart City Mission**"

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in "**Supply, Operation and Maintenance of Mechanized Street Sweeping Machines under Smart City Mission**" put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and CSML or its appointed representatives.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the Authority can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidder for providing services.

- b. We have submitted EMD of INR [] in the form of [.....] and Tender fee of INR [] online through e-Tendering Portal (www.etenders.kerala.gov.in),
- c. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 180 days from the date of opening of Technical bid prescribed by **Authority** and that we shall remain bound by a communication of acceptance within that time.
- e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f. In the event of acceptance of our bid, we do hereby undertake:
 - i. To supply the products and commence services as stipulated in the RFP document
 - ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
 - iii. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, providing facility management O & M and handholding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.
- g. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h. We understand that the **Authority** may cancel the bidding process at any time and that **Authority** is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

If our proposal is accepted, we will obtain a Performance Bank Guarantee issued by a Scheduled Commercial Bank in India, for a sum of equivalent to 10% of the contract value for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date of submission of Bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and CSML.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to CSML is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead CSML as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

1. We hereby submit our Bid for " **Supply, Operation and Maintenance of Mechanized Street Sweeping Machines under Smart City Mission**"

*Strike off whichever is not applicable

2. We enclose a Online payment details Ref No.....dated.....for Rs.----- (-----), towards Earnest Money /Bid Security drawn in favour of Managing Director, CSML, (should be drawn on any Scheduled Commercial bank).This is enclosed in a separate cover.

[]
[SEP]

3. We have downloaded/not downloaded the bid document from the e-tender website and have enclosed/already paid a Online payment details/ any other instrument No.....datedfor Rs -----(-----). []
[SEP]

*Strike off whichever not applicable.

4. We have enclosed bids as per stipulated procedure and have not disclosed the price bid in

other than the financial bid packet. [SEP]

5. We agree to abide by all the conditions mentioned in the RFP (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein). [SEP]
6. DECLARATION: [SEP] We have gone through carefully and understood the contents of this RFP Document and the information furnished by us is true to the best of our knowledge and belief and nothing has been concealed there from.
7. In case of any clarifications please contact _____ email at _____

Date:

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I _____, the Company Secretary of _____, certify that _____ who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body.

Date:

Signature:

(Company Seal) (Name)

Annexure 2.3 - Project Implementation Approach

The Bidder is required to submit the proposed technical solution in detail. Following should be captured in the explanation:

- a) The Overall approach to the Project
- b) Project Monitoring and Communication Plan– Bidder’s approach to project monitoring and communications among stakeholders.
- c) Implementation plan– Bidder’s approach to implement the project
- d) Operation and Maintenance Plan
- e) Quality Control plan - Bidder's approach to ensure quality of Goods /Work /Services and deliverables

Note:

- a. All the pages (documentary proofs and other documents that may be attached) should contain page numbers and would have to be uniquely serially numbered.
- b. Inadequate information shall lead to disqualification of the bid.

Annexure 2.4 - Format for OEM Authorization

(This form has to be provided by the OEMs of the products proposed)

Date :

To,

Managing Director
Cochin Smart Mission Limited (CSML)
09th Floor, Revenue Tower, Park Avenue,
Kochi - 682 011, India.

RFP Ref: <-->

Dear Sir,

We _____, (name and address of the manufacturer) who are established and reputed manufacturers of _____ having factories at _____ (addresses of manufacturing / development locations) do hereby authorize M/s _____ (name and address of the bidder) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment manufactured / developed by us.

We herewith certify that the above mentioned equipment / products are not end of the life and we hereby undertake to support these equipment / software for the duration of minimum three years from the date of start of O & M period.

Yours faithfully,

(Name)

(Name of Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

Annexure 3 – Guidelines for Financial Proposal

ANNEXURE 3.1 - FINANCIAL PROPOSAL COVER LETTER

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy To

Managing Director

Cochin Smart Mission Limited (CSML)

9th Floor, Revenue Tower, Park Avenue,

Kochi - 682 011, India.

Sub: Supply, Operation and Maintenance of Mechanized Street Sweeping Machines under Smart City Mission

RFP Ref: No: XX

Dear Sir,

- I/ We have examined and have no reservations to the Bidding Documents, including any corrigendum/addendums issued by CSML;
- 1 I/We understand that any additional item required to make the entire project / work operational / useable shall have to be provided by us.
- 2 I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as prescribed in the RFP.
- 3 I / We agree to abide by this bid for a period of 180 days from the date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 4 Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
- 5 I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
- 6 We understand that CSML shall take into account all Taxes including GST, Duties & Levies for the purpose of evaluation & selection of L-1 bidder
- 7 We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms & conditions as mentioned in the RFP document and submit that we have not submitted any deviations in this regard. We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical Specifications, Service Level Standards & in conformity with the said bidding document for the same.

- 8 I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price is inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ).
- 9 I / We undertake, if our bid is accepted, to deliver the goods & services in accordance with the delivery schedule specified in the RFP.
- 10 I/We undertake to successfully operationalize the entire solution as per scope of work mentioned in the RFP document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Date: Place:

Yours
faithfully,

(Signature of the Authorized signatory) (Name and designation of the of the Authorized signatory)

Name and seal of Bidder/Lead Member

Annexure 3.2 - Financial Proposal Format & Instructions

To be submitted on e-Tendering Portal only (i.e. www.etenders.kerala.gov.in)

Bill of Quantities (BOQ)is uploaded separately as Microsoft excel file.

Instructions:

- a) Bill of Quantities (BOQ) can be downloaded free of cost from the e- Government Procurement (e-GP) Website www.etenders.kerala.gov.in. All bid documents are to be submitted online only and in the designated manner on the e-GP website. Tenders/ bids shall be accepted only through online mode on the e-GP website and no manual submission of the same shall be entertained except for the documents specifically indicated ie Technical proposal and Prequalification documents along with EMD.
- b) The Bidder shall submit their bid online only through the e-GP web site of Kerala(www.etenders.kerela.gov.in) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the bidders shall download the tender documents including the Bill of Quantity (BOQ) file from the e tendering portal <http://www.etenders.kerala.gov.in>. The Bidder shall fill up the documents. and submit the same online using their Digital Signature Certificate. On successful submission of bids, a system receipt can be generated downloaded by the bidder for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online. Submission of Price proposal in hard copy would result in disqualification and rejection of bid
- c) CSML does not guarantee the quantity for the particular line items given above. The actual quantity for the given items may be more or less. The payment shall be made based on unit cost quoted for the particular item on actual work/item is undertaken / supplied.
- d) All items provided should be under Insurance. The Insurance should be for entire duration of the Project for 5 Years and comprehensive covering damages for Theft, Fire, Natural Calamities, Riots and Terrorists activities etc.
- e) Bidder should provide all prices as per the prescribed format under BOQ.
- f) All the prices are to be entered in Indian Rupees ONLY

- g) CSML reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- h) CSML shall take into account all Taxes, Duties & Levies for the purpose of evaluation
- i) The Bidder needs to account for all Out of Pocket expenses, no additional payment shall be made by CSML whatsoever.
- j) Bidder should refer the RFP document for details on the technical requirements of the system and the benchmark specifications for the items mentioned in the financial formats.
- k) Any component/fixtures/ancillary/adjunct to the specified item shall be deemed to have been included in the unit rates quoted above.

Annexure 4 - Format for Declaration by the bidder for not being Blacklisted / Debarred

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy

To

Managing Director,

Cochin Smart Mission Limited (CSML)

**09th Floor, Revenue Tower, Park Avenue,
India.**

Kochi - 682 011,

Subject: Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

RFP Reference No: XX

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not debarred / black-listed by any Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, CSML reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date :

Name :

Designation :

Address :

RFP Supply, Operation and Maintenance of Mechanized Street Sweeping Machines (Second call)



COCHIN SMART MISSION LIMITED

Telephone & Fax :

E-mail address :

Annexure 5 - Format of sending pre-bid queries

RFP Reference No: XX

Bidder's Request For Clarification				
Name and complete official address of Organization submitting query / request for clarification			Telephone, Fax and E-mail of the organization Tel: Fax: Email:	
Sr. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1				
2				
3				
4				
5				

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

Note: Bidder(s) are requested to send the queries in PDF with Sign and Company Seal and also in MS Excel for making consolidation process easy.

Annexure 6 - Power of Attorney

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]

To know all men by these presents that, I, _____, holding the post of _____ and competent authority of _____ (the Bidder/Lead Member of the Joint Venture/Consortium) do hereby constitute, appoint, authorise and nominate ----- (Name & Designation) to do all such acts, deeds and things necessary to the application in connection or incidental with the RFQ/ RFP/Tender No: _____, floated by M/s Cochin Smart Mission Limited for -----) including signing and submission of all the documents and providing necessary information/response to Cochin Smart Mission Limited and also to bid, negotiate and also to execute the contract, in case is the tender is awarded.

This Power of Attorney shall remain valid, binding and irrevocable until the completion of the tender or till the completion of the tenure of contract to be executed between -----(the Bidder/Joint Venture/Consortium) and Cochin Smart Mission Limited, if tender is awarded in favour of -----(the Bidder / JV/Consortium), whichever is applicable.

We hereby agrees to ratify all the acts, deeds and things lawfully done by the Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by above mentioned Attorney shall always be deemed to have been done by us on behalf of -----(the Bidder/ Joint Venture/Consortium).

IN WITNESS THEREOF, WE ----(the Bidder/ Lead Member of the Joint Venture/Consortium as previously mentioned) have executed these presents on this ___ day of _____ at_____.

For _____

Name:

Designation:

Date:

Time:

Seal:

Business Address:

Witness:

1. 2. Notarized Accepted

Signature of the Applicant

(Signature, name, designation and address)

Accepted,

_____ *(Signature)*

(Name, Title and Address of the Attorney)

Note:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *The Power of Attorney shall be provided on Rs.200/- stamp paper and above*
- *The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.*

Lead Member has to submit the Power of Attorney in favour of Authorized signatory in below given format in case of Consortium.

POWER OF ATTORNEY FOR LEAD MEMBER BY CONSORTIUM MEMBER

(To be printed on Non-Judicial Stamp paper of appropriate value and duly notarized)

To know all men by these presents that we parties whose details are as follows;

1. M/s _____, a Company/LLP/Partnership/Proprietorship incorporated under the provisions of the Companies Act, 1956/Limited Liability Partnership Act, 2008/The Partnership Act, 1936, and having its registered office/principal place of business at _____ (hereinafter referred as “_____”, which the term shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) and represented by its _____.

2. M/s _____, a Company/LLP/Partnership/Proprietorship incorporated under the provisions of the Companies Act, 1956/Limited Liability Partnership Act, 2008/The Partnership Act, 1936, and having its registered office/principal place of business at _____ (hereinafter referred as “_____”, which the term shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) and represented by its _____.

Have entered into a Joint Venture/Consortium agreement for the purpose of request for qualification/proposal/securing the work of _____ vide tender No: _____ and with our principal place of business at _____ (hereinafter referred as “_____”, which the term shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns)

We, the above said parties, through this power of attorney mutually agrees to hereby constitute, nominate and appoint “_____”, who is the lead member of the JV/Consortium as our duly constituted Lawful Attorney (hereinafter referred as “Attorney/Lead Member”) to exercise all or any of the powers for and on behalf of the Joint Venture Company/Consortium Members in regards to the Specification No: _____ the bids for which have been invited by the Cochin Smart Mission Limited (herein after referred to as “CSML”)

a. *To submit proposal and participate in the above-mentioned bid specification of CSML on behalf the “Consortium/ Joint venture Members”.*

- b. To negotiate with the Purchaser the terms and conditions for award of the contract pursuant to the above-mentioned bid and to sign the Contract with CSML for and on behalf of the “Consortium / Joint venture Members”.
- c. To do any other act or submit any document related to the above.
- d. To receive, accept and execute the contract for and on behalf of the “Consortium / Joint venture Members”.
- e. To authorise any person, employee or otherwise to represent the Lead Member and Consortium/JV for doing the aforesaid
- f. In the event of an order placed on the Joint Venture/Consortium the work shall be executed as per the terms and conditions of the Purchase Order issued and the Agreement executed between CSML and the Joint Venture.

It is expressly understood that this Power of Attorney shall remain valid, binding and irrevocable until the completion of the tender or till the completion of the tenure of contract to be executed between the Joint Venture/Consortium and Cochin Smart Mission Limited, if tender is awarded in favour of the JV/Consortium.

We hereby agrees to ratify all the acts, deeds and things lawfully done by the Attorney/Lead Member and its authorised person/s pursuant to this Power of Attorney and that all acts, deeds and things done by above mentioned Attorney/Lead Member shall always be deemed to have been done by us.

IN WITNESS THEREOF, the Members constituting the Joint Venture/Consortium as previously mentioned have executed these presents on this ___ day of _____ under the Common Seal(s) of their companies.

For _____

For _____

Authorized Signatory

Authorized Signatory

Witnesses:

1.

2.

(To be executed by each Member of the Consortium)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder :*

ANNEXURE 7 – FORMAT FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

To

Managing Director
Cochin Smart Mission Limited (CSML)
9th Floor, Revenue Tower,
Park Avenue, Kochi - 682 011,
India.

Dear Sir,

This Deed of Guarantee made this the --- day of 20XX by ----- (Name of the Bank), having its registered office at -----, and one of its branches at ----- (Address of the Branch) (hereinafter called the Guarantor) in favour of Cochin Smart Mission Limited, ----- -- (hereinafter called the beneficiary).

WHEREAS M/s. _____ (Name and Address of the Entity participating in the tender) having their address/ registered Office at _____ (Address of the Firm's registered Office) (hereinafter called the "Tenderer") wish to participate in the Tender No. _____ for _____ of (supply / Erection / Supply & Erection / Work/others- specify the purpose) of _____ (Name of the material / equipment / work/others- specify) floated by Cochin Smart Mission Limited (hereinafter called the "Beneficiary") and

WHEREAS an EMD of Rs. ----/- has to be submitted by the Tenderer for participating in the aforesaid Tender and

WHEREAS the tenderer has requested the Guarantor for issuing a Bank Guarantee for Rs. _____ (Amount of EMD) valid till _____ (mention here date of validity of this Guarantee which will be ----- days beyond initial validity of Tender) towards EMD payable to the Beneficiary, and

WHEREAS the Guarantor has agreed to issue such Bank Guarantee to the Beneficiary as hereunder mentioned:

We, _____ (Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered Office at _____ (Address of Bank's registered Office) hereby give this Bank Guarantee No. _____ dated _____ and do hereby irrevocably undertake to pay immediately on demand, without requiring any previous notice and without any demur, reservation, recourse, contest or protest and without referring to

any other sources including the Tenderer and without the beneficiary having to substantiate its demand, to the beneficiary a sum not exceeding Rs. _____ (amount of EMD) (Rupees _____) (in words) on behalf of the Tenderer. Guarantor agrees that any demand in writing made by the authorised officials of the Beneficiary shall be conclusive as regards the amount due and payable by the Guarantor under this Guarantee.

We, _____ (Name of the Bank) further undertake to pay without demur the aforesaid amount in lump sum on demand or such part there of as the beneficiary may demand from time to time irrespective of the fact whether the said tenderer admits or denies such claim or questions correctness in any court, Tribunal or Arbitration proceedings or before any authority. The aforesaid guarantee will remain in force and we shall be liable under the same irrespective of any concession or time being granted by the beneficiary to the tenderer and this guarantee will remain in full force irrespective of any change of terms, conditions or stipulation or any variation in the terms of the said tender.

This Bank Guarantee shall be valid and binding on this Bank upto and inclusive of _____ (mention here the date of validity of Bank Guarantee) and shall not be terminated or affected by liquidation or winding up or insolvency or change in constitution of the tenderer or for any other reason. This guarantee shall not be terminated by the guarantor under any circumstances including change in the constitution of the Bank and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded with or without our knowledge or with or without consent by or between the Tenderer and the beneficiary.

NOT WITHSTANDING anything contained hereinbefore, our liability under this Guarantee is restricted to Rs. _____ (amount of EMD) (Rupees _____) (in words). Our Guarantee shall remain inforce till _____ (---- days after the date of validity of the Bid/tender). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (date should be 180 days over and above the validity period of BG), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

Place:

**Signature of the Bank's Authorized Signatory
with Official Seal**

Date:

ANNEXURE 8 – FORMAT FOR IRREVOCABLE UNCONDITIONAL PERFORMANCE BANK GUARANTEE

For Contract Performance Bank Guarantee

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: *Managing Director,*

Cochin Smart Mission Limited (CSML),

9th Floor, Revenue Tower, Park Avenue,

Kochi 682011.

Date:/....., 2019

This Deed of Guarantee made this the --- day of 20XX by ----- (Name of the Bank), having its registered office at -----, and one of its branches at ----- (Address of the Branch) (hereinafter called the Guarantor) in favour of Cochin Smart Mission Limited, ----- -- (hereinafter called the beneficiary).

WHEREAS M/s. _____ (Name of the Contractor) having their address/ registered Office at _____ (Address of the Contractor's registered Office) (hereinafter called the "Contractor") was awarded contract for (supply / Erection / Supply & Erection / Work/others- specify the purpose) of _____ (Name of the material / equipment / work/others-specify) by Cochin Smart Mission Limited, the "Beneficiary" and

WHEREAS a performance guarantee of Rs. -----/- has to be submitted by the Contractor, before undertaking the contract and

WHEREAS the Contractor has requested the Guarantor for issuing a Bank Guarantee for Rs. _____ (Amount as stipulated) valid till _____ (mention here date of validity of this Guarantee which will be ----- days beyond the contract period) towards Performance guarantee amount payable to the Beneficiary, and

WHEREAS the Guarantor has agreed to issue such Bank Guarantee to the Beneficiary as hereunder mentioned:

We, _____ (Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered Office at _____ (Address of Bank's registered Office) hereby give this Bank Guarantee No. _____ dated _____ and do hereby irrevocably undertake to pay immediately on demand, without requiring any previous notice and without any demur, reservation, recourse, contest or protest and without referring to any other sources including the Contractor and without the beneficiary having to substantiate its demand, to the beneficiary a sum not exceeding Rs. _____ (amount as stipulated) (Rupees _____) (in words) on behalf of the Contractor. Guarantor agrees that any demand in writing made by the authorised officials of the Beneficiary shall be conclusive as regards the amount due and payable by the Guarantor under this Guarantee.

We, _____ (Name of the Bank) further undertake to pay without demur the aforesaid amount in lump sum on demand or such part there of as the beneficiary may demand from time to time irrespective of the fact whether the said contractor admits or denies such claim or questions correctness in any court, Tribunal or Arbitration proceedings or before any authority. The aforesaid guarantee will remain in force and we shall be liable under the same irrespective of any concession or time being granted by the beneficiary to the contractor and this guarantee will remain in full force irrespective of any change of terms, conditions or stipulation or any variation in the terms of the said contract.

We, _____ (Name of the Bank) further agree with the beneficiary that the beneficiary will have the fullest liberty without our consent and without in any manner affecting our obligations hereunder to vary any of the terms and conditions of the contract or to extend the time for performance of the contract by the contractor or to postpone any of the powers exercisable by the beneficiary or to forbear or enforce any of the terms and conditions of the contract and that we shall not be relieved from our liability by reasons of any such variation or extension or forbearance or postponement or omission or by any indulgence by the beneficiary to the contractor or by any such matter whatsoever which under the law relating to sureties would, but for this provision, have resulted in relieving us.

This Bank Guarantee shall be valid and binding on this Bank upto and inclusive of _____ (mention here the date of validity of Bank Guarantee), unless extended on demand by the beneficiary. The Guarantee shall not be terminated or affected by liquidation or winding up or insolvency or change in constitution of the Contractor or for any other reason. This guarantee shall not be terminated by the guarantor under any circumstances including change in the constitution of the Bank and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded in the contract with or without our knowledge or with or without consent by or between the Contractor and the beneficiary.

NOT WITHSTANDING anything contained hereinbefore, our liability under this Guarantee is restricted to Rs. _____ (amount as stipulated) (Rupees _____ (in words). Our Guarantee shall remain inforce till (90 days after the date of validity of the contract). Unless demands or claims under this Bank Guarantee are made to us in writing on or before (date should be one year over and above the validity period of BG), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

Place:

***Signature of the Bank's Authorized Signatory
with Official Seal***

Date:

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

ANNEXURE 9 – FORMAT FOR CONTRACT AGREEMENT

(The value of stamp paper for the agreement which is to be executed by the successful bidder is Re.1/- for every Rs.1000/- or part thereof on the amount agreed in the contract subject to a minimum of Rs.200/- and a maximum of Rs.1 lakh.)

AGREEMENT

This agreement is entered on this _____, 2019 by and between;

M/s Cochin Smart Mission Limited (CSML), incorporated as a company under the provisions of the Indian Companies Act, 2013 and having its registered office at No.45/965 C/GIDA Building, Chathiyath Road, Pachalam P.O, Kochi – 682012 (hereinafter referred as “CSML”, which the term shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) represented by **Managing Director**, on the **FIRST PART**

AND

M/s, wherein its lead bidder is, a company having its registered office at -----(hereinafter referred as “Contractor”, which the term shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) represented by ----- on the **SECOND PART**

For the purpose of this agreement, both CSML and the Contractor are collectively called Parties and individually as Party

Whereas –

CSML has floated a Tender for Selection of “RFP for Improvements to Marine Drive Walkway in Ernakulam” vide CSML/..... dated 02-08-2019 (Tender ID: 2019_KMRL_xxxxx_1) (hereinafter referred as “Said Tender”) and the Contractor turned out to be the successful bidder in the said tender.

*CSML in consideration of the bid documents submitted by the Contractor has accepted the bid of the Contractor and issued the **Letter of Award** vide letter dated awarding the said tender to the Contractor for the execution and completion of the works as specified in the tender and remedying any defects therein (hereinafter referred as “Work”) for a sum of **Rs.** (Rupees Only/- incl. of all taxes) (hereinafter referred as “contract price”)*

In compliance with the tender condition as well as the Letter of Award, the Parties do hereby reduced their understandings into this agreement.

NOW THIS AGREEMENT WITNESSTH HEREIN AS FOLLOWS

1. *In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the contract documents referred to.*
2. *Tenure: This agreement shall be deemed to have been commenced from and be valid for a period of(.....) months.*
3. *That, several documents as mentioned herein below which forms part of this agreement shall be read mutually supplementary and explanatory to each other*
 - a. *Letter of Award/Acceptance videletter dated 2019*
 - b. *Notice Inviting Tender vide No.dated 2019*
 - c. *Request for proposal*
 - d. *Minutes of pre-bid meeting & addendum*
 - e. *Corrigendum*
 - f. *Date corrigendum*
4. *That, unless otherwise expressly provided elsewhere in this agreement in the event of any conflict, discrepancy or ambiguity between them, the priority of documents shall be in the order;*
 - a. *This agreement*
 - b. *Letter of Award/Acceptance*
 - c. *The Complete Set of Bid Documents including Addenda (if any)*
 - d. *The Special Conditions of the Contract (Particular conditions)*
 - e. *The General Conditions*
 - f. *The completed schedules and any other documents forming part of the contract.*

5. *That, in consideration of the payment to be made by CSML to the Contractor as specified hereinabove, the contractor has agreed to execute and complete the work within the tenure of this agreement in strict compliance of the terms and conditions of this agreement.*
6. *That, CSML do hereby covenants to pay the Contractor in consideration of the execution and completions of the Work, the contract price or any other sums as agreed under this agreement as may become payable under the provisions of this agreement at the time and manner as prescribed under the Schedule of this Agreement.*
7. **Notices:** *Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:*

In case of CSML

In case of Contractor

COCHIN SMART MISSION LIMITED (CSML)

9th Floor, Revenue Tower,

Park Avenue, Kochi - 682 011,

India.

PHONE: 0484-2350355

E-MAIL: csmltenders@gmail.com

8. Dispute Resolution Mechanism:

- a. **Arbitration:** *In case of any dispute or differences, arising out of this agreement shall be settled amicably between the parties by way of mutual discussion or negotiation. If such dispute or differences could not be resolved within 30 days from the date of commencement of such discussions or negotiation, then the same shall be referred to a Sole Arbitrator (to be appointed by CSML) under the provisions of the Arbitration and Conciliation Act, 1996. Seat of Arbitration shall be*

Ernakulam. Language of the arbitration proceedings shall be English. Award of the Sole Arbitrator shall be final and binding upon the parties.

- b. **Jurisdiction:** Subject to above mentioned arbitration clause, any dispute or differences arising out of this agreement shall fall under the exclusive jurisdiction of the courts at Ernakulam.*

IN WITNESS WHEREOF the parties hereto have caused their respective Common sign and Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For Cochin Smart Mission Limited

For

Authorized Signatory

Authorized Signatory

For Cochin Smart Mission Limited

For

Authorized Signatory

Authorized Signatory

Witnesses:

1.

2.

LETTER OF ACCEPTANCE

[letterhead paper of the Employer]

No.: CSML/xxxxxxxxxxxxxxxxxx

xx/xx/ 2019

Date:/....., 2018

To: _____

[name and address of the Contractor]

Dear Sir,

Sub: - Letter of Acceptance (LOA) for in Ernakulum ABD Area under Smart City Mission, Kochi -Reg.

Ref: - (i)

1. This is to notify you that your above referred Bid dated 2019 for execution of the tender work of "....." RFP no CSML/..... dated (Tender ID: 2019_KMRL_....._1) for the Accepted Contract Amount of the equivalent of Rs (Rupees Only) (incl. of all taxes,) in Indian Rupees as negotiated, corrected and modified in accordance with the Instructions to Bidders, vide references cited above is hereby accepted by Cochin Smart Mission Limited.

2. You are hereby requested to furnish the Performance Security @ 10% of total contract value equivalent to Rs /- (Rupees only) within 15 days in accordance with the Conditions of Contract.

3. Also, it is requested to enter into a Contract with CSML, within 15 days on receipt of this Letter of Acceptance (LOA) on a stamp paper of Rs/- in prescribed format.

4. Until the conclusion of Contract, this Letter of Acceptance (LOA) shall constitute a binding Contract between us.

5. *The Letter of Acceptance is sent herewith in duplicate. You are requested to accept the same unconditionally and send one copy of it duly signed by the authorized signatory within 7 (seven) days of receipt of this LOA.*

Thanking you,

Yours faithfully,

Managing Director

Attachment: Contract Agreement